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## **Annual report of the Commissioner of Indian Affairs, for the year 1904, Part II. [1904]**

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# ANNUAL REPORTS

OF THE

## DEPARTMENT OF THE INTERIOR

FOR THE

FISCAL YEAR ENDED JUNE 30, 1904.

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### INDIAN AFFAIRS.

#### PART II.

COMMISSION TO THE FIVE CIVILIZED TRIBES.  
INDIAN INSPECTOR FOR INDIAN TERRITORY.  
INDIAN CONTRACTS.

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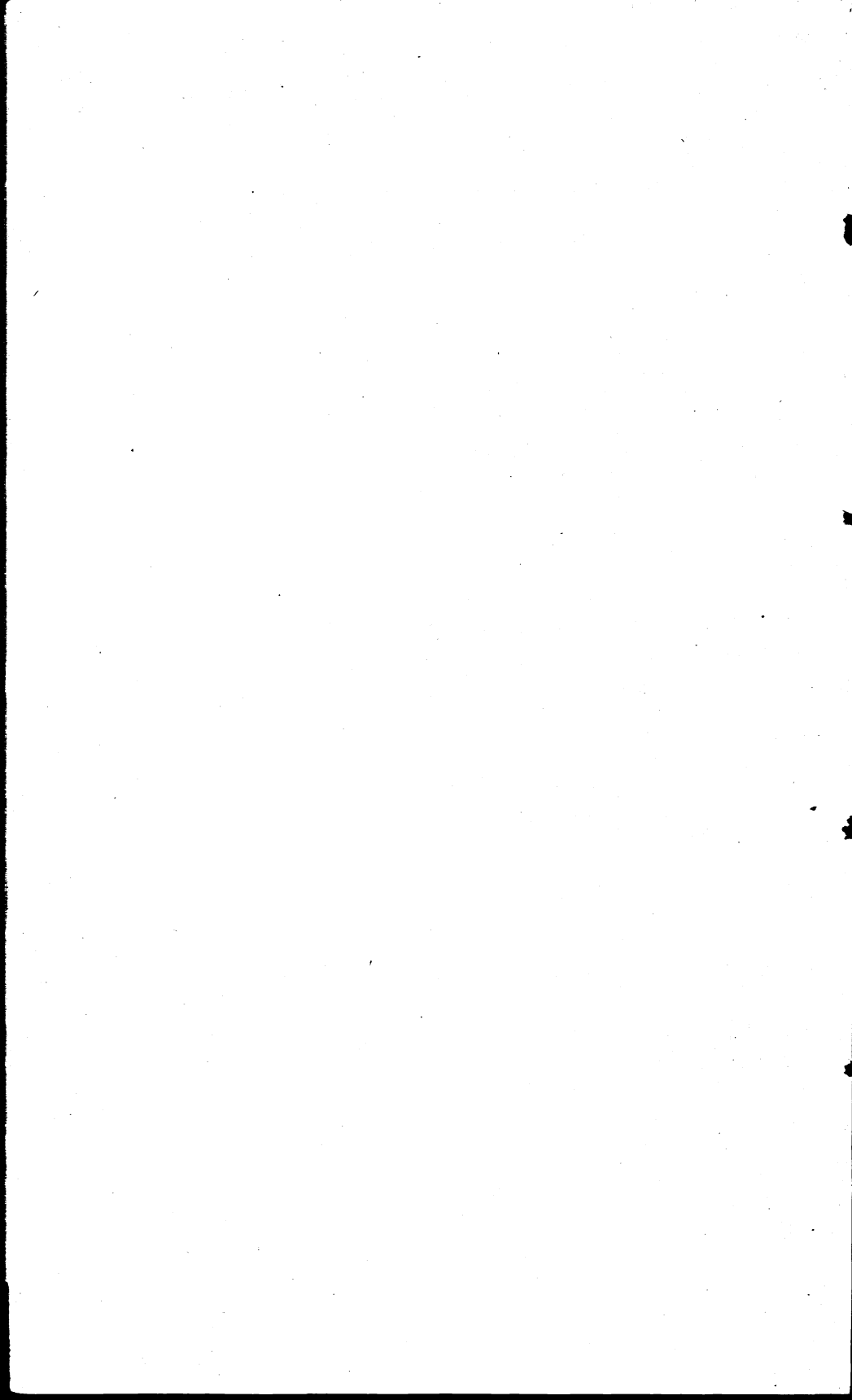
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**REPORT OF THE COMMISSION TO THE FIVE  
CIVILIZED TRIBES.**

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COMMISSION TO THE FIVE CIVILIZED TRIBES.

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TAMS BIXBY, of Minnesota.

THOMAS B. NEEDLES, of Illinois.

CLIFTON R. BRECKINRIDGE, of Arkansas.

WILLIAM O. BEALL, *Secretary*.

# REPORT

## OF THE

### COMMISSION TO THE FIVE CIVILIZED TRIBES.

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In reporting upon the work of the Commission to the Five Civilized Tribes, otherwise designated as the Dawes Commission, for the fiscal year ended June 30, 1904, we desire before going into details to state a few general features.

By the Indian appropriation act of April 21, 1904 (Appendix No. 1, p. 119), there was granted for the prosecution of the work of the Commission during the fiscal year ending June 30, 1905, \$265,295. This sum was recommended by the Commission as sufficient to substantially complete within the time specified the work committed to its charge.

In consonance with the above, said act requires the Commission to complete its work within the fiscal year named, and provides that the Commission shall cease to exist at the end of said fiscal year.

Although Congress added materially to the work of the Commission in the act of April 21, 1904 (Appendix No. 1, p. 119), and said additional work was not anticipated at the time the foregoing estimate was given, yet it is still expected that within the time fixed, viz, by June 30, 1905, the task of the Commission will be practically finished, leaving little to do except a small amount of business carried over by operation of law.

The time consumed in the change from the old system to the new has been a most irksome period to the people of Indian Territory, and the Commission is not unmindful of the fact that to many candid observers the execution of the task has seemed to be both tedious and expensive. This, however, is not unreasonable, for opinions are generally formed by comparison, and, so far as we know, there is no precedent or standard in this or in any other country by which to judge of the peculiar task that Congress undertook in 1898 with respect to these peoples. Men are loath to give the investigation and thought necessary to a clear and full understanding of novel and complicated situations; and as they are familiar with other matters similar in name though different in nature from the conditions and duties which here exist, they have, to some extent at least, judged of this business by examples and standards which are misleading.

For instance, we have Indian tribes as commonly seen and known, but these are a group of "civilized" tribes, and for the most part their members or citizens are Indians only in name. They did not retire before the advance of the white race as the other tribes did, but long continued at their homes, assimilating with the white race; and from the days of Capt. John Smith and Oglethorpe to the present time they have, upon an ascending scale, by intermarriage and



association with the white race changed the blood, conditions, habits, and attributes of their original state. So much has this been the effect, even upon the remaining full-blood Indians, that we have never seen or heard of a wigwam or blanket Indian in the Territory. When these people finally came West in the second quarter of the past century many of their kindred remained in Georgia, North Carolina, East Tennessee, Mississippi, Alabama, and other portions of the older sections of our country. After the civil war there was a large migration from those sections to this Territory. Many people of the best families of the South, having a trace of Indian blood, came here to make a new start in life, and, proving their rights as provided by the tribal laws, they were recognized as citizens of the tribes and allowed to partake, equally with the others, of all the benefits of the tribal status and estates. These "tribes," then, instead of being tribes as commonly known, are better understood if viewed as communities or corporations or large families with great undivided estates.

As to their lands, they were not held or occupied as we hold ours nor in any way with which most of our people are familiar. Generally Indian land is a hunting ground or public range. Here nearly all of the good land—and millions of acres of it are unsurpassed in fertility and beauty—has long been under fence and covered with the homes and other improvements of the people. And as to our own method, we are accustomed to the taking up of public domain by homesteading and purchase, where the land is previously unoccupied, and the settler, as a rule, takes a given acreage regardless of its grade, location, or value. But here, also, the chief conditions are reversed. The land belonged to the community, it is true, but, as shown, the good land was mostly occupied; and it was occupied, not by squatters or by those who encroached upon the public domain, as would be the case with us, but it was occupied according to law, a member of the tribe having the right, following their old custom, to control all the land he put under fence, the title to the land being still vested in the tribe, but the title to the improvements was vested in the citizen occupant of the land.

Consequently, when Congress ordered the partition of these tribal estates it did not order that the land be allotted to individuals, and that patents be issued therefor, regardless of the location, character, and value of the land, as we dispose of our land, whether by sale or grants for homesteads. Neither did it disregard the novel improvement rights, lawfully acquired, of the individual members of the tribes. Nor did it throw open the doors to all claimants and dissipate the estates of these tribes by saying that an equal portion of land should be given to all who might apply.

Upon the contrary, Congress directed that these estates be divided as nearly as possible as estates are divided in the States. Lands were to be allotted so as to give all the allottees of a tribe tracts of equal value; individual ownership of improvements was to be determined and the rights of the owner were to be regarded; every claimant of membership was required to establish the right and justice of his claim, and provision was made for the determination of disputes and contests as to the ownership of improvements and the occupancy of land.

Under these conditions we were confronted at the threshold of the work by the necessity, before the actual work of allotment could even begin, of having to do three things in connection with each tribe: First, to secure a correct list or roll, down to the dates required, of the membership of the tribes. Second, to make a complete and accurate inventory of the extent and value of its property; and, as the estates had to be divided in kind, the properties of course had to be valued in sufficient detail to permit of their being cut up into portions of distributable size. Third, the improvements of the people had to be located according to section and subsection lines, in order that their ownership and occupancy rights might be regarded as required by law.

How were the lists or rolls of membership to be got? The tribal rolls already in existence were most of them old, and besides they were so honeycombed with fraud that the whole question was ordered by Congress to be gone over and determined anew. Had written applications been allowed, and personal appearance and examination dispensed with, the labor of the task would have been greater than it has been and frauds would have been greater than ever.

As it was, every adult or head of a family in a total of more than 200,000 citizens and claimants was personally examined and his previous tribal record was looked up. Of this number, and in this way, more than 120,000 have been examined since June 28, 1898. The proceedings were all taken down, especially as every case could be carried to Washington on appeal, and often the record of a single case was hundreds of pages in extent. Of the above number of people, approximately 90,000 will be finally adjudged to lawfully possess tribal membership and property rights; and it can readily be seen how a less careful course of procedure would have utterly dissipated the properties of the tribes.

As to the appraisalment of the land, it was thought that tracts of 40 acres, or a quarter of a quarter of a section, was as small a division as could reasonably be made the subject of personal inspection. This acreage was adopted as the unit in determining the grade and value of land; but even this required the locating, inspecting, classifying, and valuing of nearly 500,000 tracts of land.

As for safeguarding the occupancy and improvement rights of the people, their houses, barns, fences, and other improvements had to be located by actual surveys and with minute accuracy. This was rendered the more necessary by the fact that here the people never located their improvements with reference to section lines as we do. Perhaps hardly a man in the Territory knew the sectional divisions of his farm or the sectional location of a single one of his improvements, and hence there was no source of accurate information respecting these matters except the surveys and location of improvements made by the Commission.

We said that three things were necessary to be done before the actual work of allotment could even begin; but there was a fourth, and that was the platting and orderly arrangement of the mass of testimony and data accumulated in the proceedings stated.

It may also be remarked that the law governing this business was not all passed at one time. It has often been added to and changed,

and the multiplicity of statutes and the conflict of provisions occasioned no little embarrassment, difficulty, and delay.

The judicial and executive duties of the work were greatly augmented by reason of the fact that Congress did not see fit to limit the determination of any matter, however small, to the final jurisdiction of the Commission. It imposed the duty upon the Interior Department of review and control of all proceedings; and it extended the right of appeal in every detail and particular to all the claimants and citizens of the tribes. This largely multiplied proceedings and the making of records. Added to this, there have been injunctions by the courts, stopping the work in important branches and for long periods of time. It can readily be seen how, under conditions like these, with every man who failed of his purpose an active dissenter; with every detail subject to distant control; with Congress and the public often deceived, and the dissatisfied, ignorant, and recalcitrant elements stimulated and supported by those who seek to retain a privilege or secure an advantage, the work would be increased, unsettled, retarded, and embarrassed in every conceivable way.

For the past six years that the Commission has been authorized to do this work it has labored under these conditions. We have been daily witnesses of the distress of the people caused by delay, not only of the approximately 90,000 citizens of the tribes, but also of the estimated 600,000 other residents of the Territory whose legitimate interests suffer from an unsettled state of affairs. It will be seven years consumed in this work if it is completed, as we expect, by July 1, 1905; and the administration of these communal estates, amounting to nearly 20,000,000 acres of land, and to perhaps hundreds of millions of dollars in actual values, will then have consumed that amount of time and have cost less than 10 cents per acre. We trust that a consideration of the facts here stated will lead to the conclusion that, under the circumstances, the time consumed has not been unreasonable or the cost unduly great.

## LEGISLATION.

Appended to this report is a compilation of the various laws of Congress relating to the transformation of conditions in Indian Territory, the execution of which devolved, to a greater or less extent, upon this Commission. (Appendix No. 1, p. 53.) The only important additions made to these laws during the past year are embodied in the Indian appropriation act approved April 21, 1904 (Appendix No. 1, p. 119), which provided a fund recommended by the Commission as sufficient to practically complete its work during the year ending June 30, 1905. This act makes provision for the sale of the surplus lands of the Creek Nation, provides special relief for Delaware-Cherokees who were in rightful possession of improved lands, and liberalizes the provisions of the agreements with the several tribes as to the sale of lands by allottees. It also limits the existence of the Commission to July 1, 1905, that being fixed as the date upon which its labors shall have been finished.

Certain matters extend, by operation of existing laws, beyond the date fixed for the completion of this work. For example, the agreements with the Choctaws, Chickasaws, and Cherokees provide that

contests may be instituted at any time within nine months after the selection of an allotment, and they confer jurisdiction upon the Commission to determine such contests. It is apparent that lands selected after the expiration of the first quarter of the year ending June 30, 1905, will be subject to contest after the date fixed for the abolishment of the Commission, which, nevertheless, is at present the tribunal before which such litigation must be instituted. Allotments of land made to so-called Mississippi Choctaws may not be perfected under the law until the allottee shall make proof of continuous residence upon his allotment for a period of three years.

It is necessary, of course, that provision be made for attention to these details. Provision should be made, also, to dispose of the unallotted lands in the Seminole Nation, as well as in the Cherokee Nation, if any remain undisposed of after all the allotments have been made. Early legislation to these ends, and conferring authority elsewhere than on the Commission for their attainment, is desirable in the interest of the people of Indian Territory.

### ENROLLMENT OF CITIZENS.

No original applications for enrollment were received by the Commission during the past year, save in the Creek Nation, the citizenship rolls of the other tribes having been finally closed by the respective agreements. This branch of the work has, therefore, consisted mainly in the disposition of pending applications and the preparation of schedules, or partial rolls, containing the names of persons found to be entitled to enrollment.

In the Seminole Nation the work of enrollment has long been completed. The following table indicates the general condition of enrollment work in the other four tribes:

Tribes.	Applicants.	Enrolled.	Denied.	Undetermined.
Creek.....	16,948	15,359	547	1,042
Cherokee.....	46,418	35,450	1,568	9,400
Choctaw and Chickasaw.....	60,619	33,220	21,832	5,567
Total.....	123,985	83,999	23,947	16,009

It will be observed that nearly 90 per cent of the work of enrollment in these four tribes has been finished. But its prosecution has not been free from difficulty. The progress made and the chief obstacles which have prevented its completion during the past year may be summarized as follows, each nation being considered separately:

#### CHOCTAWS AND CHICKASAWS.

The time within which original applications for enrollment as citizens and freedmen of the Choctaw and Chickasaw nations, and for identification as Mississippi Choctaws, might be made to the Commission, expired before the beginning of the past fiscal year. The agreement with the Choctaws and Chickasaws, approved by Congress July 1, 1902, and ratified by the citizens of the respective tribes September 25, 1902 (Appendix No. 1, p. 96), afforded the legislation necessary for the preparation of the final rolls of citizens and freed-

men of these two tribes and for the identification of Mississippi Choctaws.

While it has been necessary, in a number of cases, to secure additional testimony in order to determine the rights of applicants, the main features of the work have been the preparation of decisions and the compilation of schedules, or partial rolls, containing the names of applicants entitled to enrollment.

For a time the disposition of Choctaw and Chickasaw enrollment cases was suspended owing to protests filed with the Commission by the attorneys for the tribes. More or less delay has also been occasioned by awaiting the action of the Choctaw and Chickasaw citizenship court in cases analogous to those pending before the Commission.

Before entering into the details of the work performed, it is deemed proper to briefly review the main propositions which have been encountered.

#### CHOCTAW AND CHICKASAW CITIZENSHIP COURT.

The agreement with the Choctaws and Chickasaws, approved by Congress July 1, 1902 (Appendix No. 1, p. 96), contains the following provisions:

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 tenth, eighteen hundred and ninety-six, 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 tenth, eighteen hundred and ninety-six, 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.

SEC. 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.

SEC. 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 its 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. \* \* \*

The court thus created for the purpose of readjudicating the cases of so-called "court citizens" rendered a decision on December 17, 1902, in a test case styled "The Choctaw and Chickasaw Nations or Tribes *v.* J. T. Riddle et al." This decree had the effect of nullifying and vacating all judgments theretofore rendered by the United States court in Indian Territory, under the provisions of the act of June 10, 1896 (Appendix No. 1, p. 54), admitting applicants to citizenship in the Choctaw and Chickasaw nations.

In its opinion in the case cited the court used the following language:

Owing to the manner in which the lands are held by the two tribes, notice to both tribes was indispensable, and, being further of the opinion that the proceedings of 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 of the Five Civilized Tribes upon the papers and evidence submitted to such Commission and should not have extended to trials *de novo* of the question of citizenship, we are of opinion, on account of the errors pointed out, that the judgments rendered by the United States court for the Indian Ter-

ritory under the act of June 10, 1896, upon appeal from the Commission to the Five Civilized Tribes, in favor of the ten defendants named in the bill, as well as to those who have come in and made themselves parties defendant and all persons so situated, should be annulled and vacated, and it is therefore so ordered.

By this decree all persons admitted to citizenship in the Choctaw and Chickasaw nations by judgments of the United States court were deprived of their status as such citizens. The law provided, however, for the certification to the citizenship court within a specified time of the records in the cases of persons so deprived of favorable judgments and the trial of their cases de novo by the latter court. Provision was also made for appeal to the citizenship court by persons who had been denied citizenship in the Choctaw and Chickasaw nations by the United States court under the act of June 10, 1896. (Appendix No. 1, p. 54.)

Within the time prescribed by law for the certification of such records to the citizenship court and the perfection of appeals thereto there were transferred to the dockets of said court for trial de novo 259 cases, including the applications of 3,520 persons. These cases were entered upon two separate dockets. Those appealed from the United States court for the central district of Indian Territory, numbering 128, were entered upon what is known as the South McAlester docket, while 131 cases appealed from the United States court for the southern district of Indian Territory were placed upon the Tishomingo docket.

It has been the policy of the citizenship court to hear the evidence in cases upon the South McAlester docket at South McAlester, in the Choctaw Nation, while the cases upon the Tishomingo docket have been tried at Tishomingo, in the Chickasaw Nation.

At the beginning of the year the citizenship court was located at South McAlester, but in the latter part of April the taking of testimony in the cases appearing upon the South McAlester docket was finished and the court removed to Tishomingo for the purpose of trying those cases entered upon the Tishomingo docket. It is understood that the taking of evidence at Tishomingo has also been completed.

Up to the close of the past fiscal year the Commission has been supplied with certified copies of the decrees of the citizenship court in 133 cases. These decrees adjudicate the rights to citizenship in the Choctaw and Chickasaw nations of 997 persons, 106 of whom have been admitted either as citizens by blood or intermarriage; the applications of 790 persons have been denied, while the applications of 101 were dismissed. There are still pending before the citizenship court the applications of 2,523 persons for admission to citizenship in the Choctaw and Chickasaw nations.

The opinions of the citizenship court upon the leading questions involved in the cases tried before it are appended hereto. (Appendix No. 3, p. 126.)

PROCEDURE AFFECTING THE CITIZENSHIP OF PERSONS WHOSE RIGHTS ARE DEPENDENT UPON ACTS OF ADMISSION OF THE CHOCTAW NATIONAL COUNCIL, THE CHICKASAW NATIONAL LEGISLATURE, AND THE DECISIONS OF THE UNITED STATES INDIAN AGENT ON APPEAL FROM ADVERSE ACTION OF THE CHOCTAW NATIONAL COUNCIL.

On July 8, 1903, the attorneys for the Choctaw and Chickasaw nations addressed a communication to the Commission requesting that no further action be taken with respect to the enrollment of per-

sons relying upon acts of admission of the Choctaw national council, the Chickasaw legislature, or the United States Indian agent until the status of persons of identical ancestry or family relationship had been determined by the citizenship court. No action was taken upon this request at the time of its submission other than to advise the national attorneys that further action as to cases wherein decisions had not been rendered by the Commission would be deferred until their request was finally disposed of. August 15, 1903, the attorneys requested the Secretary of the Interior to direct the Commission to comply with their wishes in the matter. This request was denied by the Secretary of the Interior on November 18, 1903, and the Commission directed to proceed with the enrollment of and allotment of lands to such persons as had been duly admitted to citizenship, without regard to such decisions as might thereafter be rendered by the citizenship court. But on December 7, 1903, the attorneys for the nations renewed their request to the Department, in consequence of which the Commission was directed to suspend action, until further notice, as to the class of citizens mentioned. This order remained effective until February 24, 1904, when it was rescinded and the Commission directed to proceed with the adjudication of said applications. Thus, final action upon the applications of more than 1,100 persons was suspended from July 8, 1903, until February 24, 1904.

SPECIFIC PROTESTS FILED BY THE ATTORNEYS FOR THE CHOCTAW AND CHICKASAW NATIONS, UNDER THE AUTHORITY GRANTED BY THE SECRETARY OF THE INTERIOR.

On September 17, 1903, the attorneys for the Choctaw and Chickasaw nations addressed a communication to the Secretary of the Interior wherein they requested that the Commission be directed to suspend action in contested enrollment cases pending before it until the Choctaw and Chickasaw citizenship court had finally disposed of cases presenting analogous questions of law or fact, or where the applicants claimed their right to enrollment by reason of being descendants of applicants in such court cases. This request was granted by the Department on November 18, 1903, with the provision that the attorneys for the nations take immediate steps to ascertain what cases action should be suspended upon. No protests having been filed, however, the Secretary of the Interior, on January 11, 1904, directed the Commission to inform said attorneys that unless specific protests were filed within twenty days the cases would be acted upon without regard to their request. On February 6, 1904, the attorneys for the nations filed with the Commission specific protests, bearing date of January 23, 1904, against the enrollment of and allotment of lands to 1,031 persons. These protests affected the rights of 120 persons whose final enrollment had been approved by the Secretary of the Interior, 75 whose cases were pending before the Secretary of the Interior, and 836 in whose cases no action had been taken by the Commission relative to their enrollment.

Mention is made of these facts in order that the unavoidable delays to which the Commission has been subjected may, in a measure, be understood. It was not until the latter part of the fiscal year that the Commission was able to make any substantial progress in the Choctaw and Chickasaw enrollment work, but it now seems apparent that, if further delays are not met with, all applications for enrollment will have been disposed of by February 1, 1905.



## CHOCTAWS.

The total number of applicants for enrollment in the Choctaw Nation, as stated in the Commission's last annual report, was 21,441. During the past year the Commission has received evidence of the death, prior to September 25, 1902, of 1,284 such applicants. There were also received, filed, and entered of record proofs of birth of 37 children born to recognized and enrolled citizens of the Choctaw Nation prior to September 25, 1902, application for the enrollment of such children having been made within the time prescribed by law, but sufficient evidence of their birth not having been previously presented.

The Commission rendered decisions in 356 Choctaw enrollment cases during the year, thereby adjudicating the rights of 491 applicants for enrollment as citizens by blood. These decisions grant the applications of 74 persons and refuse the applications of 417 persons. The decisions of the Commission in 91 cases, refusing the applications for enrollment as citizens by blood of 291 applicants, were affirmed by the Secretary of the Interior during the year.

Schedules, or partial rolls, containing the names of 637 persons entitled to enrollment as Choctaws, were prepared and approved by the Secretary of the Interior.

In the matter of the enrollment of intermarried citizens of the Choctaw Nation, the Commission rendered 473 decisions during the year, enrolling an equal number of applicants. The names of the persons so enrolled have been scheduled and finally approved by the Secretary of the Interior. The following tables show the status of the Choctaw enrollment work at the close of the year:

*Choctaws by blood.*

Total number of applicants-----	20, 157
Total number admitted by United States court and jurisdiction transferred to citizenship court-----	2, 395
Total number persons enrolled by Commission and approved by Department-----	15, 502
Number of persons refused by Commission and Commission sustained by Department-----	724
Number of persons refused by Commission and pending before Department-----	51
Number of persons dismissed by Commission-----	263
Number of persons unacted upon by Commission-----	1, 222
	<u>20, 157</u>

*Choctaws by intermarriage.*

Total number of applicants-----	1, 914
Number of persons enrolled and approved-----	855
Number of persons enrolled by Commission, but not acted on by Department-----	113
Number of persons refused by Commission and Commission sustained by Department-----	50
Number of persons refused by Commission and pending before Department-----	3
Number of persons unacted upon by Commission-----	893
	<u>1, 914</u>

## CHICKASAWS.

Enrollment work in the Chickasaw Nation was practically completed before the beginning of the past year, and consequently there was but little to do. The Commission rendered decisions in 69 cases, whereby the rights of 130 applicants were passed upon, 117 of whom were enrolled and 13 refused. The Secretary of the Interior, during the year, affirmed the decisions of the Commission in 5 Chickasaw enrollment cases, refusing the applications of 9 persons.

There have been prepared by the Commission and approved by the Secretary of the Interior 4 schedules, constituting a part of the final rolls and containing the names of 173 citizens by blood of the Chickasaw Nation.

Decisions have also been rendered, granting the applications of 92 intermarried citizens of the Chickasaw Nation, and schedules containing the names of 151 persons of that class have been submitted to and approved by the Secretary of the Interior.

The following table indicates the condition of the enrollment work with respect to the Chickasaws at the close of the year:

*Chickasaws by blood.*

Total number of applicants.....	6, 322
Total number of persons admitted by United States court and jurisdiction transferred to citizenship court.....	878
Number of persons enrolled by Commission and approved by Department..	4, 835
Number of persons refused by Commission and Commission sustained by Department .....	386
Number of persons refused by Commission and pending before Department .....	24
Number of persons unacted upon by Commission.....	199
	6, 322

*Chickasaws by intermarriage.*

Total number of applicants.....	721
Number of persons enrolled and approved.....	348
Number of persons enrolled by Commission, but not acted on by Department .....	39
Number of persons refused by Commission and Commission sustained by Department .....	26
Number of persons refused by Commission and pending before Department .....	2
Number of persons unacted upon by Commission.....	306
	721

## CHOCTAW FREEDMEN.

The number of applicants for enrollment as Choctaw freedmen was given as 4,665 in the Commission's tenth annual report. During the past year the names of 1,305 persons, applicants for enrollment as Chickasaw freedmen, have been transferred to Choctaw cards. This transfer is made for the reason that the applicants appear upon the 1896 census roll as Choctaw freedmen, a fact which has been deemed conclusive evidence that such persons are descendants of the slaves of Choctaw and not Chickasaw Indians.

Formal evidence of the birth of 34 children, for whose enrollment as Choctaw freedmen application was made within the time pre-

scribed by law, has been filed with the Commission during the year. The names of 1,738 Choctaw freedmen have been scheduled and their enrollment finally approved by the Secretary of the Interior.

The following statement indicates the status of the enrollment work with respect to Choctaw freedmen:

Total number of applicants .....	5, 970
Total number enrolled and approved.....	4, 722
Number canceled by reason of duplications, and having died prior to September 25, 1902.....	274
Total number unacted upon.....	974
	5, 970

## CHICKASAW FREEDMEN.

The transfer of the names of 1,305 applicants for enrollment as Chickasaw freedmen to Choctaw cards reduced the number of Chickasaw applicants from 6,048, as given in the Commission's tenth annual report, to 4,743. The Commission has received evidence that 32 applicants died prior to September 25, 1902, leaving a total of 4,711. Evidence has been filed with the Commission as to the birth of 12 children for whose enrollment as Chickasaw freedmen application was made prior to September 25, 1902, but as to whose birth sufficient evidence had not been submitted.

The names of 259 Chickasaw freedmen have been scheduled by the Commission and their enrollment finally approved by the Secretary of the Interior during the year. The condition of enrollment work with respect to Chickasaw freedmen at the close of the year is shown by the following table:

Total number of applicants.....	4, 711
Total number enrolled and approved.....	4, 471
Total number unacted upon.....	240
	4, 711

## MISSISSIPPI CHOCTAWS.

No original applications for identification as Mississippi Choctaws have been received by the Commission since March 25, 1903. The total number of such applications made prior to that time was 7,426, embracing 24,634 applicants. This branch of the work has therefore been confined to the disposition of pending applications. The Commission rendered 393 decisions during the year, whereby the rights of 3,783 applicants were adjudicated. Of this number 508 were identified as full-blood Mississippi Choctaws, under section 41 of the act of July 1, 1902, or as the descendants of Mississippi Choctaws who complied with the fourteenth article of the Choctaw treaty of 1830. The remaining 3,275 applicants whose cases were passed upon were refused the rights of identification. The records in these cases have been transmitted to the Secretary of the Interior for review.

The decisions of the Commission in 339 consolidated Mississippi Choctaw cases, denying the applications of 3,956 persons, were affirmed by the Secretary of the Interior during the year. The Department also affirmed the decision of the Commission in one case identifying 60 applicants as descendants of a beneficiary of the fourteenth article of the treaty of 1830.

The names of 433 identified Mississippi Choctaws were scheduled and approved by the Secretary of the Interior during the year.

Twenty-eight Mississippi Choctaw cases submitted to the Department for review have been remanded for readjudication or for the purpose of permitting the applicants to introduce further testimony. In such cases the additional evidence submitted has been very voluminous, but the cases have all been reviewed and again submitted to the Department for consideration.

At the close of the year the work incident to the identification of Mississippi Choctaws, which has perhaps, been the greatest task imposed upon the Commission in the way of actual labor, is practically completed.

The following statement indicates the status of applications for identification as Mississippi Choctaws at the close of the year:

Total number of applicants .....	24, 634
Total number of persons identified by Commission as Mississippi Choctaws .....	2, 335
Total number of persons refused by Commission and Commission sustained by Department .....	15, 946
Total number of persons refused by Commission and pending before Department .....	4, 571
Total number of persons dismissed by Commission .....	49
Total number of persons not finally acted upon by Commission .....	1, 733
	<hr/> 24, 634

The act of July 1, 1902, provides that identified Mississippi Choctaws shall, within six months from the date of their identification, remove to and make settlement within the Choctaw-Chickasaw country. Those identified as Mississippi Choctaws are chiefly indigent full-bloods who formerly resided in the State of Mississippi, and were without means of removing to Indian Territory.

In order that they might receive the benefits of such identification, Congress, in the Indian appropriation act of March 3, 1903, provided a fund of \$20,000 to be used in defraying the expenses incident to their removal. The expenditure of this appropriation was placed under the direction of the Commission, and on July 24, 1903, a special agent was designated to undertake the work.

Circulars setting forth the purpose of the Government were distributed throughout the full-blood settlements in the States of Mississippi, Alabama, and Louisiana, and the special agent of the Government proceeded to Meridian, Mississippi, for the purpose of there mobilizing those Indians who desired to avail themselves of the aid offered by the Government.

On August 13, 1903, a special train carrying 264 full-bloods arrived at Atoka, in the Choctaw Nation, Indian Territory. Arrangements had been made for their subsistence at a camp established 3 miles south of Atoka until such time as they could be placed upon their respective allotments. On October 9, 1903, 26 additional identified full-blood Mississippi Choctaws were removed to Fort Towson, Indian Territory, making a total of 290 transported under the direction of the Commission. The entire appropriation was expended in the removal of these Indians and their subsistence until such time as they were able to care for themselves. They have now been given allotments of desirable farming land and are in a fair way to become self-supporting.

*Summary.*

	Applicants.	Enrolled or identified.	Refused.	Undetermined.
Choctaws by blood .....	17,499	15,502	775	1,222
Choctaws by intermarriage .....	1,914	968	53	893
Chickasaws by blood .....	5,444	4,835	410	199
Chickasaws by intermarriage .....	721	387	28	306
Choctaw freedmen .....	5,696	4,722	-----	974
Chickasaw freedmen .....	4,711	4,471	-----	240
Mississippi Choctaws .....	24,634	2,335	20,566	1,733
Total .....	60,619	33,220	21,832	5,567

## CREEKS.

In the Creek Nation original applications for enrollment have been heard throughout the year. The greater number of applications received have been for the enrollment of children born to Creek citizens subsequent to 1895, the year the last authenticated tribal roll was prepared by the Creeks. Owing to the number of dates involved in such cases, the evidence must clearly show the facts. The difficulties encountered in the matter of establishing dates of birth and death were fully set out in the Commissioner's tenth annual report. In most instances no records have been kept, and the dates material to the case have to be established solely from memory. This difficulty increases the greater the length of time since the occurrence of the birth or death, as the case may be. Many persons who appear before the Commission are entirely ignorant as to dates, and in some cases it is found impossible, from the testimony submitted, to arrive at all the facts.

On June 30, 1903, many names remained upon the 1890 and 1895 authenticated Creek tribal rolls in the possession of the Commission, unaccounted for. August 5, 1903, the Department directed the Commission to investigate "the rights of such person whose name appears upon such roll, and to determine whether it should be carried to the roll to be approved by the Department." The Commission immediately proceeded to obtain information concerning these names. The town officers were examined under oath as to the whereabouts, if living, of each person whose name remained unaccounted for upon his town roll; if dead, an effort was made to ascertain, as nearly as possible, the date of death and other facts necessary to determine whether the name should be transferred to the final roll of Creek citizens as prepared by the Commission. During the session of the Creek tribal council in November and December, 1903, the Commission maintained an office at Okmulgee, the capital of the Creek Nation, for the purpose of securing evidence relative to these so-called "Lost Creeks." The work has been continued at the General Office and evidence obtained as to, approximately, 3,500 names. In some cases it is found that the person has already been enrolled under a different name and received an allotment of land, but in most cases the party died prior to April 1, 1899, and is not, therefore, entitled to enrollment.

In all the cases which are pending before the Commission June 30, 1904, some of which are of two or three years' standing, the evidence presented is not sufficient upon which to adjudicate the cases. This should not be taken as an indication of deficiency in the original testi-

mony, but results rather from changes in law and conditions upon which enrollment depends. Letters have been repeatedly sent to the persons who made the applications, notifying them that the Commission required further evidence, but only in a few cases has the evidence desired been submitted. Many letters were returned marked "Unclaimed." The Commission is reliably informed that in numerous instances the persons addressed had, after making the applications, allied themselves with the Snake faction, or were in the fear of its members, and refused to receive any mail which had the appearance of being a communication from the Commission. In other cases the applicants were unable to bear the expense of appearing before the Commission with their witnesses.

After exhausting all other means, the Commission, on June 16, 1904, sent a party into the field for the purpose of visiting those communities where the applicants lived and securing the additional evidence required. The results thus far obtained fully justify the expectations of the Commission. It is believed that as satisfactory evidence as it is possible to secure will be obtained, and practically all of the cases disposed of. The Snake faction is still a dominant force in the full-blood settlements, and the party is meeting with some opposition because of the influence it exerts. However, in cases where the interested parties refuse to give the information desired it is usually found possible to obtain it from their neighbors or from members of the National Council.

#### CLOSING OF CITIZENSHIP ROLLS.

The act of March 3, 1901 (Appendix No. 1, p. 73), contains the following provision:

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 the 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.

The Muskogee, or Creek Nation, failed to make an agreement which would have the effect of finally closing the citizenship rolls of said nation, and on June 13, 1904, the Secretary of the Interior ordered that September 1, 1904, be fixed as the time when the rolls of the Muskogee, or Creek Nation, being prepared by the Commission shall be closed, and that after said date the application of no person whomsoever for enrollment as a citizen of the Creek Nation be received. The Commission was directed to give due notice of this ruling.

In accordance with Departmental instructions, the following notice was printed in English and in Creek:

#### *English.*

Whereas, on June 13, 1904, the Secretary of the Interior, under the authority in him vested by the provisions of the act of Congress approved March 3, 1901 (31 Stat., 1058), ordered that September 1, 1904, be, and the same is hereby, fixed as the time when the rolls of the Muskogee or Creek Nation shall be closed:

#### *Creek.*

Munt os, Wvcenv 'en rak rakv  
vhakv hahye, Tasahcuce netta 3,  
uhrulupe 1901, uh vkvsvmkv hah  
vtet yekcetvn Secretary of the In  
terior emet unt omen, mvn es uh  
huyiret Kvcohvse netta 13, 1904, omo-  
fvn okatet,—Utwoskuce netta 1,  
1904, mahusaten,

*English.*

Notice is hereby given that the Commission to the Five Civilized Tribes will, at its office in Muskogee, Indian Territory, up to and inclusive of September 1, 1904, receive applications for the enrollment of citizens and freedmen of the Muskogee, or Creek Nation, and that after that date the application of no person whomsoever for enrollment as a citizen or freedman of said nation will be received by the Commission.

COMMISSION TO THE FIVE  
CIVILIZED TRIBES.

TAMS BIXBY, *Chairman.*

T. B. NEEDLES,

C. R. BRECKINRIDGE,

*Commissioners.*

MUSKOGEE, I. T., June 25, 1904.

*Creek.*

Este Maskoke tvsekvyy em vhunkate este hucefhukv cokv suh coye vyeci-hocvte vfekhunnvres make tos;

Munkv Dawes en kvmesvnlke es tvlemicet okatet; Maskoke tvsekvyy toyis, munkat, em este lvste tate toyis komet huere sasen omat hucefkv. tvsekvyy ome sem uh cohuyvre vpuhvre em etektvken Utvwoskuce en netta en hvteceskv mahusan urvres. Monen mv' vtehke ayat tan vpohuheko tayet omvres.

TAMS BIXBY,

Uhliketv uhlikv.

T. B. NEEDLES,

C. R. BRECKINRIDGE,

Kvmesvnlke.

MUSKOGEE, I. T.,

*Kvcovhse netta 25, uhrulupe  
1904.*

Copies of these notices were sent to each newspaper published in the Creek Nation, to each postmaster and council member, and a copy was inclosed in each letter written by the Commission to persons residing in the Creek Nation. Copies were also furnished the field party to be posted in public places.

DATA FURNISHED THE UNITED STATES INDIAN AGENT.

Upon request of the United States Indian agent at the Union Agency in Muskogee, Indian Territory, information was furnished his office concerning the citizenship of 1,815 persons whose names appear upon partial rolls as citizens of the Creek Nation approved by the Secretary of the Interior, such information being essential in the matter of land sales. The data can be furnished only after a careful examination of the records in each case, and consequently the requirements of the agency entail a great amount of work upon the Commission.

ENROLLMENT CASES.

There were received by the Commission during the fiscal year ended June 30, 1904, 164 original applications, representing the citizenship claims of 286 persons. In each case testimony was submitted under oath and a full stenographic report made thereof. Additional testimony was also submitted in 83 cases.

The Commission rendered decisions in 150 cases, embracing 267 persons. In 110 cases, embracing 152 persons, the Creek Nation made no protest against the Commission's decisions and the applicants were duly listed for enrollment, under instructions of the Department dated February 1, 1902. The decisions, together with the records in 40 cases, embracing 115 persons, were transmitted to the Department for consideration. Thirty-nine cases, embracing 61 persons, are now under consideration by the Commission, and 95 cases, embracing 170 persons, are awaiting additional evidence.

Final action was taken by the Department in 17 cases, enrolling 5 and denying 36 persons. Eight cases, embracing 20 applicants, were remanded by the Department for further investigation or readjudication.

During the year the cases of 17 persons who had been regularly enrolled by the Commission, and their enrollment approved by the Secretary of the Interior, were reopened by the Department in order that further evidence might be submitted relative to their rights to enrollment. The Commission, after further investigation, has made report to the Department relative to two persons included therein, recommending that their enrollment stand, and in this recommendation the Department has concurred. Additional evidence is required in the remaining 15 cases. In each case the parties interested were duly notified, but it seems difficult to have action taken in the matter. The Creek Nation failed in some cases to offer evidence on the day set for hearing or at any other time. The persons enrolled, or their representatives, have also failed to submit evidence. A copy of the record in each case has been furnished the party in the field, with instructions to secure the evidence desired if possible.

## MEMORANDUM CASES.

Applications have been presented in 15 cases, embracing 52 persons, in which no record was made further than to ascertain that the applicants come clearly within the provisions of the act of May 31, 1900 (Appendix No. 1, p. 71). Decisions have been prepared in 25 cases of this character, embracing 83 persons. The applicants were denied by the Commission and its action affirmed by the Department. The application in 1 case, embracing 3 persons, has not been passed upon by the Commission.

## BIRTHS AND DEATHS.

During the year there have been filed 61 affidavits of birth and 77 death affidavits as to persons who, it is claimed, are entitled to enrollment. At the close of the year there are pending 118 affidavits of birth and 103 death affidavits, to dispose of which applications further evidence is necessary. Experience has shown that the statements of the affiants can not be relied upon, and the testimony of two or more competent witnesses is required in each case. Supplemental proofs in the matter of the enrollment of 10 children born to Creek citizens subsequent to the date of the last authenticated Creek tribal roll have been filed, in which cases affidavits of birth had previously been filed, but the Commission was not satisfied as to their right to enrollment. These cases have received careful attention, and were disposed of as the facts warranted.

Affidavits have been received evidencing the death of 111 persons regularly enrolled as citizens of the Creek Nation and for whom allotments were selected during their lifetime. These affidavits were for use of the Creek land office in making allotments to the heirs of said deceased persons.

## FINAL ROLL.

There were reported to the Department for approval during the past fiscal year the names of 282 Creek citizens by blood and 519 Creek freedmen who had been regularly listed for enrollment by the Commission, and whose enrollment as such was approved by the Secretary of the Interior.

The names of 19 persons, 12 Creeks by blood and 7 freedmen, heretofore enrolled as citizens of the Creek Nation, and their enrollment



as such approved by the Department, have been canceled from the final roll by Departmental authority, evidence having been submitted to the Commission and report made to the Department showing that they were not entitled to have their names appear thereon or were duplicated on the roll under other names.

The following table indicates the status of enrollment work in the Creek Nation:

	Applicants.	Enrolled.	Denied.	Pending.
Creeks by blood.....	10,994	9,893	380	661
Creek freedmen.....	5,954	5,466	167	381
Total .....	16,948	15,359	547	1,042

#### CHEROKEES.

No original applications for enrollment as citizens or freedmen of the Cherokee Nation have been received since October 31, 1902. Perhaps greater difficulty has been experienced in the preparation of the final rolls of the Cherokees than in any other tribe. The rights of intermarried whites and freedmen have been the subject of protracted litigation. As a result the Commission has much of the time been powerless to proceed with the enrollment of these classes of citizens, and even now the rights of the intermarried citizens are being contested in the Court of Claims, so that nothing can be done by the Commission as to their enrollment.

The injunction of the United States court against the enrollment of a certain class of Cherokee freedmen, mentioned in the Commission's tenth annual report (Appendix No. 6, p. 138), was dissolved on August 25, 1903, and no appeal having been taken the work of deciding cases which had been suspended by reason of the injunction proceedings was immediately taken up. The applicants coming within this class have been placed upon enrollment cards, thus increasing the total number of applicants for enrollment as Cherokees from 46,150, as stated in the Commission's tenth annual report, to 46,418. Their general status may be shown in brief as follows:

Enrolled by Commission and approved by Department.....	34,474
Enrolled by Commission but not yet approved .....	976
Rejected .....	1,568
Undetermined .....	9,400
Total.....	46,418

It will be seen that at the close of the year approximately four-fifths of the enrollment work of the Cherokee Nation has been completed.

In many of the cases undetermined it was necessary to secure additional testimony, and this has been done during the past year, so that the work of preparing decisions may now be pursued with less hindrance than has heretofore been encountered.

Evidence of the death, prior to September 1, 1902, of 101 applicants for enrollment as citizens and freedmen of the Cherokee Nation has been filed with the Commission during the year. These were classed as follows:

Cherokees by blood on straight cards .....	73
Cherokees by blood on doubtful cards .....	9
Cherokees by blood on rejected cards .....	6
Cherokee freedmen on straight cards .....	4
Cherokee freedmen on doubtful cards .....	7
Cherokee freedmen on rejected cards .....	2
Total .....	101

In this connection it may be important to explain the significance of the terms "straight," "doubtful," and "rejected." When the original applications for enrollment were received those persons who were, from the testimony submitted, clearly entitled to be enrolled, were placed upon what were known as "straight cards;" those whose right to enrollment seemed doubtful were placed upon the so-called "doubtful cards," and others who appeared to have no tangible right to enrollment were placed on "rejected cards." It sometimes happens, therefore, that an applicant placed upon a straight card is rejected by the final judgment of the Commission or the Department, while another, whose name was originally listed upon a rejected card, may eventually be enrolled.

Every possible effort has been devoted to the preparation of decisions in Cherokee enrollment cases during the year, but some delay has been occasioned by the review of cases previously decided. In the last annual report special mention was made of the decision of the Department in the cases of Scott A. Yeargain et al. and Joseph D. Yeargain et al. The Commission held in these cases that the applicants were nonresidents of the Cherokee Nation under the law of June 28, 1898 (Appendix No. 1, p. 56), and not entitled to enrollment. This decision was reversed by the Department and the applicants enrolled. It then became necessary to readjudicate a number of analogous cases which the Commission had previously decided in a manner adverse to the decision of the Department in the Yeargain cases. The Department was requested to return the records in 84 cases of this character, embracing 193 applicants, in order that the Commission might cause its decisions to conform to the action of the Department in the Yeargain cases. Up to the close of the year 43 of these cases, embracing 119 applicants, have been returned for readjudication.

Under an opinion of the Assistant Attorney-General for the Interior Department, dated January 13, 1904 (Appendix No. 7, p. 162), it was held that the limitation prescribed by the treaty of 1866 for the return of freedmen to Indian Territory did not begin to run until the date of the ratification of the said treaty, viz, August 11, 1866. This necessitated the review of a number of cases previously decided by the Commission upon the theory that the limitation began from the date of the conclusion of the treaty, the main question involved in such cases being whether or not the applicant returned to Indian Territory within the time prescribed by the terms of the treaty.

Applications for enrollment as intermarried freedmen of the Cherokee Nation have been made by 151 persons, whose cases have not been determined. A test case has been submitted to the Department wherein it is held by the Commission that no person is entitled to enrollment as a Cherokee freedman by intermarriage. The Commission is not yet advised of departmental action in this case, but as

soon as the matter is finally determined will proceed to dispose of the remaining 150 cases of this character.

Decisions have been prepared by the Commission during the fiscal year in 891 cases. By these decisions 1,121 applicants are granted the rights of enrollment as citizens of the Cherokee Nation, the applications of 1,344 are refused, and the cases of 14 dismissed. The class to which the applicants belong is shown by the following table:

	Enrolled.	Refused.	Dismissed.
Cherokees, including Shawnees .....	512	110	8
Delaware-Cherokees .....	7	7	
Freedmen .....	601	1,223	6
Memoranda cases .....	1	3	
Intermarried freedmen .....		1	
Total .....	1,121	1,344	14

It will be understood that in cases where applicants are clearly entitled to enrollment and no objection is raised on the part of the nation the preparation of a decision is dispensed with, the names of the applicants being placed upon schedules and submitted to the Secretary of the Interior for approval; but in those cases where decisions are prepared the names of the applicants are not so scheduled until the decision of the Commission has been affirmed by the Secretary of the Interior.

During the past year schedules or partial rolls have been prepared containing the names of 5,668 citizens and freedmen of the Cherokee Nation, as follows:

Cherokees by blood, including Shawnee-Cherokees and Delaware-Cherokees	4,949
Cherokee freedmen .....	524
Registered Delaware-Cherokees .....	195
Total .....	5,668

These have all been approved by the Secretary of the Interior, except as to 976 names not yet acted upon. The total number of persons whose names have been scheduled up to the close of the year is as follows:

Cherokees by blood, including Shawnee-Cherokees and Delaware-Cherokees .....	30,837
Intermarried whites .....	1,145
Cherokee freedmen .....	3,273
Registered Delaware-Cherokees .....	195
Total .....	35,450

The names of 1,145 intermarried citizens were scheduled before the suit against this class of citizens was instituted in the Court of Claims, but action as to the allotment of land to those so scheduled or the final enrollment of other applicants of the same class has been suspended.

While the Cherokee enrollment work is less nearly completed than that of any other tribe, it is believed that the same will be finished in ample time for the Commission to wind up the allotment work in the Cherokee Nation within the time prescribed by law.

## TOWN SITES.

Under a provision of the Indian appropriation act approved March 3, 1903 (Appendix No. 1, p. 117), which provides for the unrestricted alienation of lands for town-site purposes where stations are located along lines of railroad in Indian Territory when recommended by the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior, a complete change took place in the manner of establishing town sites in Indian Territory. Prior to the passage of that act town sites were established by segregation from the public domain, under the law of March 31, 1900 (Appendix No. 1, p. 71), and subsequent modifications thereof embodied in the agreements with the various tribes.

While the act of March 3, 1903, did not repeal former laws relating to the establishment of towns, only one segregation of land for town-site purposes has been made since it became effective, viz, that of 120 acres added to the town of Francis, in the Chickasaw Nation. This case was, in fact, submitted to the Department with the favorable recommendation of the Commission on February 17, 1903, and before the new law was in existence.

The duties of the Commission incident to the establishment of town sites under the act of March 3, 1903, are largely in excess of those devolving upon it under former legislation. With respect to the unrestricted alienation of lands for town-site purposes, it was stated in the tenth annual report that—

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.

The number of applications to unrestrictedly alienate lands for town-site purposes has been even greater than the Commission expected. The necessity for the adoption of formal rules and regulations to govern such sales soon became apparent, and on February 6, 1904, the following regulations were approved by the Secretary of the Interior:

REGULATIONS GOVERNING THE UNRESTRICTED ALIENATION OF LANDS FOR TOWN-SITE PURPOSES IN INDIAN TERRITORY, PRESCRIBED BY THE SECRETARY OF THE INTERIOR, FOR THE PURPOSE OF CARRYING INTO EFFECT A PROVISION OF THE INDIAN APPROPRIATION ACT, APPROVED MARCH 3, 1903 (32 STAT., 982).

A provision of the act of Congress approved March 3, 1903 (32 Stat., 982), reads as follows:

"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."

Referring to the saving clause, which appears above in italics, the First Assistant Attorney-General for the Interior Department, in an opinion approved by the Secretary of the Interior June 12, 1903, uses the following language:

"It is evident Congress intended this provision to have some effect, and under

the familiar rule of construction that the form of legislation may be disregarded, if that be necessary, to effect the evident purpose of the legislation, this provision should be considered as an affirmative enactment, and construed as if it read: 'Authority is hereby granted for the survey and platting, at their own expense, of town sites by private parties where stations are located along the lines of railroads, and for 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.'

The following regulations are hereby prescribed for the purpose of carrying into effect the provision of law above quoted.'

SECTION 1. Members of the Creek, Choctaw, Chickasaw, or Cherokee nations, desiring to alienate lands under the foregoing provision of law, may apply to the Commission to the Five Civilized Tribes at Muskogee, Indian Territory, by petition in duplicate, which petition shall contain the following facts:

- (a) A description of the land which it is sought to alienate.
- (b) Whether the land sought to be alienated is needed for town-site purposes.
- (c) The age, sex, and citizenship of the owner of the land.
- (d) The character and value of the improvements located upon the lands described.

- (e) Whether the homestead of the allottee is involved.

- (f) Whether the land described is located at a railway station, and the name thereof.

- (g) Why it will be for the best interest of the owner to sell.

- (h) Whether the allottee's title to the land has been perfected by the issuance of patent.

- (i) Whether the lands to be alienated are to be sold by the alienor from time to time in lots or blocks, or by the acre in one tract; if the lands sought to be alienated are to be immediately sold in one tract, the consideration agreed upon shall be stated, and if in lots and blocks the business experience of the alienor must be shown.

- (j) The amount, if any, which has already been received by the owner of the land for occupancy rights shall be shown.

- (k) When the land to be alienated is located in the Choctaw, Chickasaw, or Cherokee nation, it must be shown that nine months have elapsed since the applicant made filing upon said land, and that no contest has been instituted adverse to the interests of said applicant.

The petition shall be signed by all the persons, or their legal representatives, having any interest in the land.

SEC. 2. For the purpose of securing all necessary information upon which to base a recommendation, the Commission to the Five Civilized Tribes may set a date for the parties in interest to appear and give such information under oath as may be required to substantiate the statements set forth in the petition. Witnesses may be introduced to show the value of the land which it is sought to alienate, the necessity for its use for town-site purposes, the business qualifications of the owner of the land, and such other information as may be required by the Commission in the premises.

SEC. 3. Where lands are already occupied for town-site purposes the purchaser, if an acreage sale is contemplated, or the alienor, if the property is to be sold in lots and blocks, shall be required to evidence his moral and financial responsibility and disclose the plan contemplated by him for the disposition of claims to occupancy rights.

SEC. 4. Upon the approval of the unrestricted alienation of lands under these regulations, if the lands sought to be alienated are immediately transferred in one or more tracts, the deed of conveyance shall be made and executed in the same manner as other conveyances of real estate are required to be executed under the laws of the United States now in force in Indian Territory.

SEC. 5. If the lands sought to be alienated are immediately transferred in one tract, the consideration shall be paid to the grantor by the grantee in the presence of the chairman or the commissioner in charge of the Commission to the Five Civilized Tribes, and the transfer witnessed by him.

SEC. 6. When the unrestricted alienation petitioned for is approved by the Secretary of the Interior, the authority therefor will be issued in duplicate, one of which letters shall be furnished the grantor for record purposes and the other retained in the office of the Commission to the Five Civilized Tribes.

SEC. 7. The Commission shall, in submitting its recommendation to the Secretary of the Interior, report fully as to the accuracy of the statements contained in the petition; shall report the character of the land as shown by the Commission's classification records and the appraised value thereof, and indicate

whether the consideration is a fair and reasonable one. The Commission shall report whether the plan contemplated for the protection of those claiming occupancy rights is considered reasonable and sufficient, and whether the purchaser or the alienor, as the case may be, may be relied upon to fulfill such plan. The Commission will forward, with its report, the original petition and a transcript of the testimony taken in connection with the application. Accompanying the Commission's report will be submitted a plat showing the location of the lands sought to be alienated as regards the lines of Government survey; and if the lands sought to be alienated are in the nature of an addition to a town already established, the acreage already embodied in such town site shall be stated, and the approximate present population thereon shall be given.

E. A. HITCHCOCK, *Secretary*.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., February 6, 1904.

Approved.

The following table indicates the activity which has characterized the establishment of towns under the act of March 3, 1903 (Appendix No. 1, p. 117), as well as the number of additions which have been made to towns established under former laws:

[\* Indicates additions made to towns established under provisions of former legislation.]

Town.	Nation.	Railway.	Acres.	Recom- mended.	Approved.	Disap- proved.
Ada *	Choctaw	Frisco	159.95	Nov. 20, 1903	Feb. 20, 1904	
Ardmore *	Chickasaw	G., C. and S. F.	108.54	Dec. 14, 1903	Mar. 7, 1904	
Bristow *	Creek	Frisco	80.00	Mar. 24, 1904	Apr. 12, 1904	
Bokoshe	Choctaw	Mid. Valley	140.00	June 25, 1904	July 20, 1904	
Broken Arrow	Creek	M., K. and O.	120.00	June 30, 1903	Aug. 28, 1903	
Do	do	do	80.00	Mar. 17, 1904	Apr. 15, 1904	
Do	do	do	120.00	do	do	
Chase	do	O. and C. C.	34.53	Mar. 24, 1904	Apr. 13, 1904	
Chicotah *	do	M., K. and T.	95.00	Dec. 19, 1903	Feb. 11, 1904	
Chickasha *	Chickasaw	C., R. I. and P.	95.00	Dec. 30, 1903		Feb. 15, 1904
Coweta *	Creek	M., K. and O.	243.81	June 30, 1903	Aug. 28, 1903	
Do *	do	do	40.00	Mar. 17, 1904	Apr. 25, 1904	
Do *	do	do	41.47	Apr. 20, 1904	June 30, 1904	
Depew	do	Frisco	162.73	Jan. 16, 1904	June 18, 1904	
Dustin (Spokagee)	do	Ft. S. and W.	240.00	Apr. 8, 1903	Oct. 29, 1903	
Eufaula *	do	M., K. and T.	30.00	May 7, 1904	July 18, 1904	
Henryetta *	do	Frisco	120.00	Dec. 26, 1903	Feb. 12, 1904	
Do *	do	do	70.00	Mar. 23, 1904	Apr. 15, 1904	
Do *	do	do	40.00	Mar. 24, 1904	do	
Holdenville *	do	C., O. and G.	62.36	Nov. 4, 1903	Dec. 3, 1903	
Do *	do	do	40.00	May 14, 1904	June 1, 1904	
Indianola	Choctaw	Ft. S. and W.	208.98	Dec. 7, 1903	Mar. 1, 1904	
Do	do	do	19.59	June 30, 1904	July 20, 1904	
Kinta	do	do	274.29	Mar. 14, 1904	Apr. 15, 1904	
Morris	Creek	O. and C. C.	80.00	Dec. 16, 1903	May 12, 1904	
Muskogee *	do	M., K. and T.	20.00	Oct. 10, 1903	Oct. 31, 1903	
Do *	do	do	115.10	Oct. 22, 1903	Nov. 21, 1903	
Do *	do	do	120.00	Nov. 25, 1903	Dec. 19, 1903	
Do *	do	do	95.00	Dec. 16, 1903	Feb. 9, 1904	
Do *	do	do	120.00	Jan. 2, 1904	Feb. 10, 1904	
Do *	do	do	50.00	Jan. 8, 1904	Mar. 18, 1904	
Do *	do	do	63.38	Mar. 9, 1904	Apr. 4, 1904	
Do *	do	do	40.00	Mar. 29, 1904	Apr. 16, 1904	
Do *	do	do	80.00	Mar. 30, 1904	May 3, 1904	
Oktaha	do	do	120.00	Dec. 28, 1903		Feb. 13, 1904
Okemah	do	Ft. S. and W.	320.00	Nov. 14, 1903	Feb. 10, 1904	
Olney	Choctaw	C. O. and W.	150.00	Mar. 31, 1904	May 14, 1904	
Oklmulgee *	Creek	Frisco	50.31	Dec. 7, 1903	Jan. 2, 1904	
Do *	do	do	36.90	Dec. 17, 1903	Feb. 12, 1904	
Paden	do	do	160.00	Dec. 11, 1903	do	
Do	do	do	80.00	May 24, 1904	July 5, 1904	
Porter	do	M., K. and O.	120.00	June 30, 1903	Aug. 28, 1903	
Do	do	do	120.00	Jan. 7, 1904	Mar. 18, 1904	
Quinton	Choctaw	Ft. S. and W.	420.00	Mar. 15, 1904	Apr. 14, 1904	
Sapulpa *	Creek	Frisco	100.00	May 9, 1904	June 9, 1904	
Stuart	Choctaw	C., O. and G.	126.94	Nov. 20, 1903		Feb. 25, 1904
Do	do	do	126.94	May 26, 1904	June 15, 1904	
Tulsa *	Creek	Frisco	62.00	Dec. 26, 1903	Feb. 15, 1904	
Do *	do	do	30.00	Mar. 21, 1904	Apr. 14, 1904	
Weleetka	do	Ft. S. and W.	200.00	Nov. 16, 1903	Feb. 8, 1904	
Wetumka *	do	Frisco	80.00	Dec. 17, 1903	Feb. 11, 1904	
Bixby *	do	Mid. Valley	80.00	June 16, 1904a		July 21, 1904
Mill Creek	Chickasaw	Frisco	40.00	May 24, 1904a		July 16, 1904

a Denial recommended.

## ALLOTMENT OF LAND.

The bulk of the Commission's labor during the past fiscal year has been in connection with the allotment of the lands of the Choctaws, Chickasaws, and Cherokees. A land office was maintained in each of the four greater nations, viz, Choctaw, Chickasaw, Cherokee, and Creek. In the Creek tribe allotment was practically finished before the beginning of the year, but so long as the work of enrollment continued it was necessary to maintain a land office in that nation in order that persons enrolled from time to time could have an opportunity of selecting their allotments. In the Choctaw, Chickasaw, and Cherokee nations the allotment work, which was only well begun when the Commission made its last annual report, is now rapidly nearing completion. Notwithstanding that the work of allotment in the Cherokee Nation was suspended during more than half of the year and a vast amount of unexpected work has devolved upon the Commission, especially with respect to the allotment of land to the Delaware-Cherokees, it is still believed that the work will have been substantially completed by July 1, 1905. As to allotment contests, however, this will not be practicable, in view of the incongruity of the law as set out under the head of legislation. The details of the work performed in each separate tribe will be briefly reviewed.

## SEMINOLE NATION.

The agreement with the Seminole Indians concluded December 16, 1897, and approved by Congress July 1, 1898 (Appendix No. 1, p. 82), contains the following language:

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.

The Seminoles were not, at the time they selected their allotments, required to designate the 40-acre tracts which they desired to have reserved as homesteads, it being thought that the agreement contemplated the making of such designation when deeds should be issued at the expiration of the tribal government—an epoch in the destiny of the tribe foreseen but not definitely provided for at that time. Apparently the purpose of the Seminoles was to make an agreement which would provide for the division of the tribal property and change the system of land tenure with the least possible disturbance to the social conditions and customs of the tribe.

But the rapid development of the Creek country attendant upon the issuance of patents and the privilege of sale of a portion of their allotments accorded the Creeks, to the unquestionable advancement of

their interests, has awakened a spirit of emulation in their neighbors, the Seminoles, who have now become impatient to receive their deeds. In the light of recent legislation it has been deemed advisable to accede to their request that they be permitted to designate their homestead reservations, and, under the direction of the Secretary of the Interior, preparation is being made to open a land office at Wewoka, the capital of the Seminole Nation, for that purpose.

The Indian appropriation act approved March 3, 1903 (Appendix No. 1, p. 117), definitely fixed the date for the termination of the tribal government, namely, March 4, 1906. In order to conclude the affairs of the Seminoles, however, it is essential that provision be made to dispose of 18,630.64 acres of land not absorbed by allotment. (See Exhibit No. 2, which indicates in white the location of the unallotted lands of the Seminole Nation.)

#### CREEK NATION.

By a provision of the Indian appropriation act approved April 21, 1904 (Appendix No. 1, p. 119), the surplus lands of the Creek Nation which remain undisposed of after each citizen and freedman of the Creek Nation has received an allotment of 160 acres will be sold at public auction for the benefit of the tribe. This enactment obviated a large amount of work with which the Commission was theretofore confronted, for under the provisions of the Creek agreement the surplus land would necessarily have been apportioned among the allottees for the purpose of equalizing, as far as possible, the value of their allotments. The status of allotment work in the Creek Nation was therefore much advanced by the passage of this act.

Allotment of 160 acres to each citizen and freedman of the Creek Nation had, in a great measure, been completed prior to the beginning of the last fiscal year. By fixing a date for the closing of the Creek rolls the Secretary of the Interior has made it possible to definitely and finally determine who shall be permitted to share in the allotment of Creek lands, and as soon as the enrollment work has been disposed of the actual work of allotment may be speedily brought to a state of completion.

Indeed, the work performed in the Creek land office during the year just ended has been mainly of a complete character, but so long as the enrollment of citizens continued, the allotment office could not well be dispensed with. The small force assigned to that department has been engaged chiefly in making allotments to those citizens whose enrollment has been approved from time to time during the year, preparing deeds, and perfecting the allotment records.

Allotments were made during the year to 624 citizens and freedmen of the Creek Nation. Of this number, however, 348 were made arbitrarily by the Commission, 46 being made to the heirs of deceased citizens. All others were made upon personal application of the allottees or their authorized representatives. It is proper to state that in cases where the Commission feels called upon to arbitrarily designate an allotment in whole or in part the selection is made with great care, the best available land being used, with due regard to the location of such land as relates to the allotments of other members of a family or a partial allotment previously selected by the person to



whom land is arbitrarily allotted. If it appears from the improvement plats that the allottee owns improvements, he is, of course, given the land which contains his improvements. If he has none, care must be taken not to allot land containing the improvements of another citizen or which would be likely, for any cause, to result in contest proceedings. In short, every effort must be made to make the allotment for the best interest of the allottee.

Complete allotments have now been made to 15,178 citizens of the Creek Nation. Sixty-three have selected a portion of their allotments, while only 117 enrolled citizens have, at the close of the year, failed to make selection of any part of their allotments, notwithstanding about 700 names have been added to the final rolls of Creek citizens during the year. Of the completed allotments, only 175 have no homestead reservation set apart, the Commission having arbitrarily designated the homestead in cases where the allottee himself failed to do so within a reasonable time.

Six reservations for school and church purposes were made during the year, making a total of 110 such reservations in the Creek Nation, including those especially provided for by the Creek agreement.

The land allotted during the year represents an aggregate area of 54,698.03 acres. Of the 3,063,774.78 acres of allottable land in the Creek Nation, there is still unallotted approximately 640,000 acres. This area will be somewhat reduced by the allotment of land to those who are hereafter placed upon the final roll. Exhibit No. 3 shows the status of allotment in the Creek Nation at the close of the year.

Approximately 12,000 allotment and homestead deeds have been prepared during the year, which brings this work, as nearly as practicable, up to the actual allotment. About 1,400 allotments have been made for which deeds have not yet been issued, the same being withheld for various causes, such as contests, uncompleted allotment selections, etc.

A total of 28,982 allotment and homestead deeds have been executed by the principal chief of the Creek Nation and approved by the Secretary of the Interior. Of this number, 27,981 have been recorded in the office of the Commission, as provided by law, and transmitted to the principal chief for delivery to the allottees. The remaining 1,001 await the process of record or are withheld from delivery for various causes.

Five hundred and twenty-six deeds to town lots in the Creek Nation have also been recorded by the Commission during the past year.

#### CHEROKEE NATION.

Since the last annual report the allotting of lands in the Cherokee Nation and other work incident thereto have been subject to serious interruptions, such work, owing to legal complications, not being prosecuted more than about five months out of the past twelve.

Immediately following the suspension of the Commission's work for the last twenty-seven days of June, 1903, the Cherokee land office force was reorganized at Tahlequah, and the allotment work was proceeded with until October 6, 1903, when, under departmental instructions, all proceedings looking to the allotment of land in the Cherokee Nation were suspended indefinitely. No further selections

of allotment were received or contests for the possession of land heard until May 2, 1904, when the office was again reorganized, and the allotment of land in the Cherokee Nation has since proceeded without interruption, though with a force composed largely of new and inexperienced clerks.

In the summer of 1903 special efforts were made by the Commission to break up excess-land holdings in the Cherokee Nation. Sections 18 and 19 of the Cherokee agreement (act of Congress, July 1, 1902), provide:

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 in 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.

It was apparent, however, that these provisions were being extensively violated. Every encouragement was given by the Commission to allottees to file on land unlawfully held by other citizens in excess of their prospective allotments; and, with that end in view, the following form of letter was addressed to excess-land holders whenever their names were ascertained:

SIR: It is reported that you are holding in possession more land in the Cherokee Nation than you are entitled to hold or possess under the provisions of the Cherokee agreement approved July 1, 1902, and as such practice retards the allotment of the lands of the Cherokee Nation, you are hereby notified and required to appear at the Cherokee land office of this Commission at Tahlequah, Indian Territory, during the official hours of the Commission, within thirty days from July 15, 1903, and select allotments and designate homesteads for yourself and family in accordance with the rules and regulations of the Commission; or, in default of your compliance with this notice, the Commission will proceed to select allotments and designate homesteads for you and your family under the authority granted to it in section 16 of the Cherokee agreement above referred to.

You are desired, upon your appearance at the Cherokee land office, to present this letter; and upon making yourself known for the purpose required by this notice you will be permitted to apply promptly and out of the regular order of holders of tickets of admission.

In addition, in numbers of cases evidence tending to show violations of the law just above quoted was forwarded to the United States district attorney for the northern district of Indian Territory, until, under date of April 4, 1904, the Commission was informed that, under the statute, criminal proceedings could not be successfully prosecuted and that the whole matter had been referred to the Attorney-General.

The Commission has continued its efforts, however, to break up the practice of excess-land holding by means heretofore stated.

In its report for the fiscal year ended June 30, 1903, the Commission referred to the supposed segregation of land for the Delaware Indians who are members of the Cherokee Nation, which segregation was directed in section 23 of the Cherokee agreement, to protect the rights of Delaware citizens, pending a judicial determination of the amount of land to which they are entitled in allotment.

Reference was made to a bill in equity, filed in the supreme court of the District of Columbia on June 2, 1903, by George Bullette et al. v. Ethan Allen Hitchcock, Secretary of the Interior, and the Commission to the Five Civilized Tribes, praying for writ of injunction restraining the defendants, among other things, from receiving applications for allotments of the land supposed to have been segregated, and in which case a temporary restraining order had been granted.

On the 6th day of October, 1903, a formal decree was entered in the matter of the application for injunction, denying the prayers of petitioners. One of the reasons cited in the opinion of the court why the restraining order was refused was that no segregation had ever been properly made.

On the same day the Secretary of the Interior directed the Commission as follows:

WASHINGTON, D. C., October 6, 1903.

THE COMMISSION TO THE FIVE CIVILIZED TRIBES,

*Muskogee, I. T.*

GENTLEMEN: Section 22 of the act of July 1, 1902 (32 Stat. L., 716, 718), 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," is as follows:

"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."

Section 23 (pp. 718, 719), 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."

The suit referred to in section 23 of the act was decided by the Court of Claims adversely to the Delawares on February 2, 1903, and was subsequently appealed by them to the Supreme Court of the United States, where it is now pending.

April 20, 1903, your Commission made a report of its action with respect to

compliance with the provisions of said section 23, from which report it appears, among other things, as follows: That on December 16, 1902, there was filed with your Commission by Walter S. Logan, claiming to be the attorney for the Delaware Indians, a schedule of lands, aggregating 157,600 acres, selected by Delawares and claimed by them under the agreement of April 8, 1867, with the Cherokee Nation; that on December 17, 1902, by resolution, your chairman was instructed to "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 schedule above referred to; that on January 1, 1903, your Commission opened the Cherokee allotment office at Vinita, Indian Territory, and proceeded to the allotment of the remaining lands of the Cherokee tribe; that on January 23, 1903, your Commission received from Richard C. Adams, claiming to represent the Delaware Indians, an alleged corrected schedule of lands selected by them; that since January 1, 1903, a number of Cherokee citizens have made application for allotments of lands embraced wholly or in part in the aforesaid schedules, claiming to have been for years in the possession of the lands asked for and to own valuable improvements thereon, and that "no Delaware citizen has ever occupied such lands or owned any improvements thereon;" that a number of Delaware Indians, since the filing of said schedules and the opening of the allotment office, have made requests to be "allowed to make final selections of land containing their improvements and upon which they reside, claiming that no portion of the lands occupied by them is included within the said Delaware segregation;" that the Commission has been advised that there are "numerous other Delaware citizens whose improved lands are not included within the said segregation" and "whose property rights are thus unprotected." Your Commission states, among other things, that it believes that the lands embraced in said schedules "have not been selected with a due regard for the interests of either the Delaware citizens generally or other citizens of the Cherokee Nation." The schedules of lands so selected by the Delaware Indians were not transmitted to nor formally approved by the Secretary of the Interior.

The act referred to above imposes upon your Commission the duty of investigating and determining what lands are subject to segregation, and your Commission can not substitute the judgment of the Delaware Indians, or any of them, or anyone acting for them or any of them, for your own judgment in this matter. To be effective, the segregation must be approved by the Secretary of the Interior, and pending such approval your Commission should not proceed to allot any of the lands in the Cherokee Nation. When the segregation is made and approved, no application for allotment of any of the lands so segregated should be received by your Commission pending the determination of the suit in question.

It seems clear that the list or schedule of lands does not meet the requirements of the statute in that it does not include all the lands which have been selected and occupied by Delawares, and in that it does include lands which no Delaware has selected and occupied, but to which other Cherokee citizens have claims based upon alleged settlement and improvements thereon. You will therefore proceed at once to make such examination and investigation as will enable you to determine what tracts should be added to said list and what tracts now embraced therein should be excluded, care being taken to make the list cover the full quantity of land required to be segregated. You will, as soon as possible, report the result of such investigation, with suitable recommendations in the premises. In the meantime, and until the segregation shall have become effective, you will suspend all proceedings looking to the allotment of lands in the Cherokee Nation.

Very respectfully,

THOS. RYAN, *Acting Secretary.*

Under this order, all proceedings looking to the allotment of land in the Cherokee Nation were suspended, as heretofore stated. Work was begun checking past work and in collating data for the report requested in the foregoing letter.

Supplemental instructions as to information which should be

included in the report were received under date of October 29, as follows:

WASHINGTON, D. C., October 29, 1903.

The COMMISSION TO THE FIVE CIVILIZED TRIBES,

*Muskogee, Ind. Ter.*

GENTLEMEN: By letter of October 6, 1903, you were directed to make such examination and investigation as would enable you to determine what tracts of land should be added to the list of lands to be segregated for the protection of the Delaware Indians in the Cherokee Nation, and what tracts embraced in the list heretofore made out should be stricken therefrom. It is important that a final list should be made up and approved as soon as may be. It is equally important, however, that the interests of all concerned should be carefully respected and protected.

In order that the Department may have a better understanding of the condition of affairs, and to the end that speedy action may be taken when you shall submit a new list for action by the Department, these further instructions are given: You will, at your earliest convenience, make up a list of the tracts embraced in the former list which, as shown by the records of your office, are claimed and occupied by Delaware Indians, and to which there are no adverse claims. You will make another list which shall embrace all tracts claimed by Delaware Indians, but not included in the list heretofore presented to you. You will make a third list embracing the tracts included in the list heretofore presented to which some Cherokee citizen other than a Delaware makes claim. You will transmit with each of these lists a statement of the condition of the tracts embraced therein as to the occupancy thereof and improvements thereon, so far as the same are known to you, and will also recommend what action should be taken by the Department upon each of such lists.

These instructions are not intended to supersede those of October 6, and you will therefore proceed upon any line of examination and investigation which may have been entered upon under those instructions.

Very respectfully,

E. A. HITCHCOCK, *Secretary.*

The making of this report involved much labor. Among other things, it was found necessary to send two special survey parties into the field for a couple of weeks in order to obtain sectional improvement plats of 113 sections of land in neighborhoods where it was ascertained many Delawares had improved holdings. The platting of the improvements on these sections practically completed this work in that portion of the Cherokee Nation west of Grand River, that being all of the country in that nation for which it was deemed advisable to make improvement plats.

A report was submitted to the Department, under date of December 31, 1903 (Appendix No. 8, p. 165), together with lists of land which it was recommended should be properly segregated for the Delawares. The Department had not, however, finally acted upon the Commission's report and recommendation when, on February 23, 1904, the United States Supreme Court rendered a decision in the suit of the Delaware Indians *v.* the Cherokee Nation (Appendix No. 9, p. 177), which definitely determined the status, so far as the allotment of land is concerned, of the citizens of the Cherokee Nation who are of Delaware blood.

On April 21, 1904, however, the following legislation, affecting the rights of Delaware-Cherokees, was enacted:

That the Delaware-Cherokee citizens who have made improvements, or are in rightful possession of such improvements, in the Cherokee Nation at the time of the passage of this act shall have the right to first select from said improved lands their allotments, and thereafter for a period of six months shall have the right to sell the improvements upon their surplus holdings of lands to other citizens of the Cherokee Nation entitled to select allotments, at a valuation to be

approved by an official to be designated by the President for that purpose; and the vendor shall have a lien upon the rents and profits of the land on which the improvements are located for the purchase money remaining unpaid; and the vendor shall have the right to enforce such lien in any court of competent jurisdiction. The vendor may, however, elect to take and retain the possession of the land at a fair cash rental, to be approved by the official so aforesaid designated, until such rental shall be sufficient to satisfy the unpaid purchase price, and when the purchase price is fully paid he shall forthwith deliver possession of the land to the purchaser: *Provided, however,* That any crops then growing on the land shall be and remain the property of the vendor, and he may have access to the land so long as may be necessary to cultivate and gather such growing crops. Any such purchaser shall, without unreasonable delay, apply to select as an allotment the land upon which the improvements purchased by him are located, and shall submit with his application satisfactory proof that he has in good faith purchased such improvements.

On the 23d day of April, 1904, the Secretary of the Interior rescinded his instructions of October 6, 1903, and directed the Commission to proceed with the allotment of land in the Cherokee Nation. Due notice was accordingly given, and on May 2, 1904, the Cherokee land office was reopened for the allotment of land and for the other work relating thereto.

The provisions of the act of Congress of April 21, 1904, above quoted, have proved to be difficult of administration. To carry into effect these provisions of that act the Secretary of the Interior, on June 1, 1904, approved the following regulations:

REGULATIONS TO CARRY INTO EFFECT THE PROVISIONS OF THE ACT OF APRIL 21, 1904, (PUBLIC, 125), RELATIVE TO DELAWARE-CHEROKEE CITIZENS WHO HAD MADE IMPROVEMENTS OR WERE IN RIGHTFUL POSSESSION OF IMPROVEMENTS IN THE CHEROKEE NATION AT THE TIME OF THE PASSAGE OF SAID ACT.

1. All Delaware-Cherokee citizens shall be given a preference at the Cherokee land office of the Commission to the Five Civilized Tribes and shall be permitted to select their allotment in advance of their regular numbers. Notice of this order shall be sent immediately by registered letter to all Delaware-Cherokee heads of families at their last known post-office address.

2. All persons listed for enrollment by the Commission to the Five Civilized Tribes as Delaware applicants for enrollment as Cherokee citizens have the right to institute proceedings, as herein prescribed, unless said applicants have been finally refused enrollment as provided by law; but no application for the benefits of the act of April 21, 1904, shall be granted until the enrollment of the applicant as a Cherokee citizen shall be approved by the Secretary of the Interior, as provided by law for the approval of the citizenship rolls of the Cherokee Nation. Enrollment cases of this kind will be made special.

3. At the time of the selection of allotments by such Delaware-Cherokee citizens their testimony shall be taken as to what improved land and the improvements thereon they were rightfully holding on April 21, 1904, in excess of the land which they and their families are entitled to take as their allotments.

4. Immediately upon the selection of an allotment by a Delaware-Cherokee citizen the Commission to the Five Civilized Tribes shall certify to the official designated by the President under said act of April 21, 1904, a list of the alleged surplus holdings and improvements thereon of such citizens on the date above mentioned; and the Commission shall withhold from allotment the land upon which the improvements so claimed by the Delaware-Cherokee citizen are located until such claimant shall sell such improvements and the valuation thereof has been duly approved by the official designated for that purpose by the President, as provided in the act of April 21, 1904.

5. When satisfactory proof of the sale of improvements by a Delaware-Cherokee citizen has been furnished the Commission to the Five Civilized Tribes and the valuation of such improvements has been approved by such designated official, the purchaser shall have the right to make application at the land office to select the land upon which the improvements are located as his allotment, and such selection of allotment shall be subject to contest proceedings regularly instituted before the Commission.

6. If any Delaware-Cherokee shall not, within ninety days from the date of notice given as required in section 1, select the allotments which he and his family are lawfully entitled to take, the Commission to the Five Civilized Tribes shall proceed to locate all the improvements claimed by such citizen to have been rightfully held by him on April 21, 1904, and shall then designate allotments for such citizen and his family as may appear to their best interests, of which the Commission will advise the Delaware-Cherokee citizen, and also of his right to sell improvements on the surplus holdings.

7. In case of conflicting claims of ownership of improvements or of the possessory right to lands, the same shall be received and decided by the Commission to the Five Civilized Tribes as in ordinary contest cases, such cases to be made special; but if any applicant applies for land or improvements which are shown by the records of the Commission to be claimed by a Delaware-Cherokee citizen said citizen shall be at once notified of such application in order that he may promptly institute contest proceedings for the protection of his rights, and such contest shall be advanced upon the docket of the Commission for the earliest possible determination. The said designated official shall be promptly advised by the Commission of the filing of the application and also of the contest, if initiated, and of its final action upon such matters.

8. While the proceedings above outlined are pending the Commission to the Five Civilized Tribes shall withhold from selection as allotments by other Cherokee citizens all lands which have heretofore been claimed by Delaware-Cherokee citizens.

9. If the improvements upon the surplus holdings of any Delaware-Cherokee are not sold by him within a period of six months from the date of selection of his allotment, the land upon which such improvements are located shall thereupon be thrown open for allotment as other lands of the Cherokee Nation.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., June 1, 1904.

Approved.

THOS. RYAN, *Acting Secretary.*

Steps were immediately taken to put these regulations into effect, and they are being observed.

This Delaware segregation and the proceedings relating thereto have been marked by much difficulty and contention. The land involved comprised 157,600 acres of, for the most part, the most valuable land in the Indian Territory, and, in the main, it was occupied by the homes and other improvements of the people. When the attorneys of the Delawares submitted a list of lands for this segregation, it was what may be called a blanket list; that is, it described the land, but it did not give the names of the occupants of the land. It was affirmed, however, that all of the land was actually occupied by the Delawares, and it was provided that said segregation should not interfere with the lawful rights and claims of other Cherokee citizens. Under these conditions the list offered by the Delaware attorneys was accepted by the Commission. The test of the correctness and sufficiency of the statement and agreement referred to came when the Cherokee land office was opened and people began to apply for the allotment of their land and improvements. Many Cherokees who came to the land office were amazed to find their homes embraced in the Delaware segregation. Memoranda were made of their claims, testimony was taken, and steps were begun to determine whether mistakes had been made. This inquiry was bitterly denounced and actively opposed by the attorneys of the Delawares and other interested parties, and it led to the delays and elaborate proceedings elsewhere narrated.

When less than one-third of the people had appeared at the Cherokee land office, it developed, as above stated, that more than 13,000

acres of the homes and other improved lands, of lawful holding, of Cherokee citizens not of Delaware blood had been incorporated in said segregation without their knowledge or consent. In every instance of the nearly 200 cases the claim was supported by the official improvement survey plats of the Commission, said plats giving the names, improvements, and areas of the resident citizen occupants of the land in question. The ratio that far established clearly indicated that over 40,000 acres of the homes of Cherokees had thus been incorporated in that segregation, and an examination of the improvement plats fully sustained that conclusion.

One of the Delaware attorneys who compiled and offered this segregation denied the facts and the other sought to justify them, and its correction was stoutly opposed by all who were interested in its perpetuation in every possible manner. The final result, however, has been to save to these people their homes. All of them, so far as we know, are of the humbler class, little fitted to contest for their rights; and in the efforts of the Commission to correct this great error into which it was led, as heretofore explained, it has had no support except the firm and unremitting support and direction of the Interior Department.

The past year has developed the fact that the Commission will have the same trouble in allotting the land to full-blood Cherokee that it had in enrolling them. The majority of the full-blood faction are as bitterly opposed as ever to any step looking to the allotment of land and the breaking up of tribal communal relations. Arbitrary allotments to this class, as provided for by law, have not yet been begun, but it will engage the Commission's attention in the near future.

Owing to the smallness of the Cherokee allotment, as compared with allotments received by members of the other tribes in Indian Territory, and from other causes, citizens have found it very difficult to agree among themselves as to the ownership of improvements and the adjustment of boundary lines. This has given rise to an unusual number of contests calling for judicial proceedings, many of the contests involving only 10 acres of ground. Contests have been particularly numerous in the northwestern part of the Cherokee Nation, supposed to be valuable oil fields. On one selection alone of only 10 acres five contests have been filed, the contestant in each instance alleging under oath that he was the owner on the date of the original selection of the improvements on the land.

The total number of allottees in this nation will be, approximately, 40,000, and the amount of average land coming to each allottee is 110 acres, except as to the registered Delawares, who are entitled to take 160 acres of land without regard to its appraised value.

In the five months and six days within which selections and claims of allotments in the Cherokee Nation were received during the past fiscal year 2,626 persons, representing 5,191 allottees, have appeared at the Cherokee land office and made 7,194 selections and claims of allotments or partial allotments, making a total, since the beginning of the work of allotment in the Cherokee Nation, of 6,347 persons, representing 13,341 allottees, who have appeared before the Commission and made selections and claims for 17,273 allotments or partial allotments.

From the foregoing it will be seen that during the fractional



periods that the land office in the Cherokee Nation has been permitted to engage in the allotting of land, aggregating, say, ten months out of a total of eighteen months since that office was first opened, there has been allotted nearly 30 per cent of the acreage of this nation and nearly 35 per cent of the value of the land. Of course better results would have been attained if the work had been continuous and not subject to interruptions. Hereafter the relation between the value and acreage will be changed, as the best land has been measurably taken up, and allotments henceforth will represent a larger acreage than in the past.

It remains, however, that under existing law, requiring the work of the Commission to be completed during the present fiscal year, there is practically as much work to be done in twelve months as it has been found practicable, under past circumstances, to do in eighteen months.

To the accomplishment of this end conditions are somewhat favorable. The clerical force has been increased as rapidly as comparatively untrained clerks can be made useful in the work, with a view to reaching the maximum number that can be worked efficiently. This maximum is nearly attained, and it is hoped to have finished by June 30, 1905, all the work pertaining to this office and nation that is not necessarily continued by operation of law.

Of the 7,194 selections and claims made during the past fiscal year, 2,972 were held up because the land applied for had been previously selected by other citizens, because the right to enrollment of the applicants had not been finally determined by the Secretary of the Interior, or for other reasons. Since the opening of the Cherokee land office on January 1, 1902, 6,299 selections and claims have been held up at the time they were submitted.

Practically all of the applications held up at the time they were submitted have, however, subsequently been adjusted and certificates issued therefor, except approximately 1,000 claims made to land previously filed on and approximately 1,500 claims by applicants for enrollment whose rights have not been determined. A large majority of this latter class are claimants as intermarried whites.

Up to and including June 30, 1904, 1,260,408.78 acres of land of the value of \$4,291,695.34 have been selected and claimed. There are in the Cherokee Nation 4,420,067.73 acres of land. It is estimated that land reserved from allotment for town sites, railroad rights of way, national schools, missions, asylums, etc., neighborhood cemeteries, and neighborhood churches will deduct from the allottable lands of the Cherokee Nation something more than 20,000 acres, leaving subject to allotment approximately 4,400,000 acres. It will be seen, therefore, that there are, in round numbers, yet to be allotted 2,739,500 acres of land in the Cherokee Nation, valued at \$8,107,820.03. Exhibit No. 4 indicates in red the allotted lands of the Cherokee Nation on June 30, 1904.

Fourteen thousand and thirty-eight tickets of admission to the Cherokee land office, of which 1,300 were to full-bloods, have been issued. Approximately 70 per cent of these tickets are still outstanding.

Fourteen thousand six hundred and six certificates showing allotment selections and 11,609 certificates showing land designated as

homesteads have been written, checked, and prepared for delivery to allottees. Of these, approximately 10,025 allotment certificates and 8,194 homestead certificates have been delivered.

Plans are being matured for beginning in the early future the preparation and issuance of the approximately 100,000 deeds that will be required for this nation, there being a deed separately for the homestead and the other land of each citizen, and in some cases deeds for fractional amounts will be necessary. The forms of Cherokee homestead and allotment deeds are shown by Exhibits 8 and 9.

#### CHOCTAW AND CHICKASAW NATIONS.

In the report of the Commission for the year ended June 30, 1903, the manner of making allotments in the Choctaw and Chickasaw nations was explained in detail. The work has been continued throughout the past year, and of the total area of the two nations subject to allotment, aggregating 11,107,836.42 acres, there have been allotted 5,020,184.58 acres. Eighty-five per cent of the citizens and freedmen whose enrollment had been approved by the Secretary of the Interior at the close of the year had appeared either at the Choctaw or Chickasaw land office and selected at least a portion of their allotments. A large majority of those who made such selection included therein land equal in value as nearly as practicable to \$1,041.28, which is the maximum value of an allotment to a Choctaw or Chickasaw citizen, or \$130.16, the maximum value of an allotment to a freedman. All citizens were required, at the time of their initial appearance, to select as their homestead land equal in value, as nearly as practicable, to \$520.

Section 25 of the agreement with the Choctaws and Chickasaws, approved July 1, 1902 (Appendix No. 1, p. 96), contains the following provision:

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.

Toward the close of the year it appeared that a number of persons whose enrollment had been approved by the Secretary of the Interior for a period of more than twelve months had not presented themselves at the land offices for the purpose of selecting their allotments. Acting under authority granted by the provision of law quoted, the Commission notified such citizens that unless they made selection of their allotment within thirty days from the date of such notice land would be arbitrarily allotted to them by the Commission. At the same time two parties were placed in the field for the purpose of locating the improvements owned by this class of citizens in order that the Commission, in designating their allotments, might include therein the land upon which they owned improvements.

It may be well to mention briefly some of the obstacles which have confronted the Commission during the past year in the allotment of the lands of the Choctaw and Chickasaw nations.

The Commission's last annual report called attention to the efforts being made by timber speculators to obtain control of the pine timber lands in the Choctaw Nation. With a view to conserving the interests of the Indian allottees, it was ordered, on April 23, 1903, that all lands in the Choctaw Nation containing pine timber of commercial value previously estimated and appraised under the direction of the Commission be withheld from allotment. The amount of land involved in this order was 1,247,473.63 acres. This action was taken in the hope that Congress would, by special enactment, provide for the disposition of the pine lands of the Choctaw Nation in a manner less likely to jeopardize the interests of the nations and the individual allottees. Efforts in this direction having failed, the Secretary of the Interior, on April 25, 1904, directed the Commission to proceed with the allotment of the lands which had been temporarily withheld, and on May 2, 1904, the lands in question were declared subject to allotment.

Speculators not overscrupulous in their business methods have attempted in every way to influence the work with a view to personal gain. A favorite scheme has been to induce full-blood Indians to take in allotment widely separated tracts of 10 or more acres each in order that they might not be in position to take possession of and improve their allotments. This matter was invited to the attention of the Department in the month of August, 1903, and the Commission has used every possible means to prevent allotments of this character. Under the law, however, certain privileges are guaranteed to citizens in the selection of their allotments, making it difficult for the Commission to fully protect their interests. To show the efforts made with a view of safeguarding the interests of the indigent and gullible full-bloods, the following resolutions, adopted by the Commission on August 28, 1903, are quoted:

Whereas it has come to the knowledge of the Commission that certain full-blood Indians have been taken to the land offices in the Choctaw and Chickasaw nations by agents and speculators, where selections were made by such Indians of their allotments; and

Whereas it is reported that such Indians have entered into contracts with such agents and speculators for the lease of the lands so selected at unreasonable prices; and

Whereas notices have been served upon divers parties to show cause at times fixed in said notices why certain selections of allotments in the Chickasaw Nation, where such selections are in separate tracts, widely separated, should not be canceled and set aside: Therefore,

*Resolved*, That until further ordered no allotments shall be made to full-blood Indians taken to the Choctaw or Chickasaw offices by agents or non-citizens.

*Resolved*, That all selections where the land selected is divided into different tracts, rendered such selections less valuable or desirable than otherwise, be canceled after due notice, unless the person making such selection show good cause why the same should not be done.

*Resolved*, That no selection of allotment be permitted where it is disclosed that contracts have been made for the lease thereof or the sale of any interest therein, and that the Commission cancel all selections made by full-blood, ignorant, or indigent Choctaws where contracts have been made of any kind affecting the title of the lands so selected before or after selections, previous to the issuance of a certificate of allotment, and all other selections made by said full-blood, ignorant, or indigent Indians which, upon examination, are found not to be in the interest of said Indians.

These resolutions were submitted to the Department for approval before being put in operation, and on September 30, 1903, the Assistant Attorney-General rendered the following opinion:

WASHINGTON, September 30, 1903.

THE SECRETARY OF THE INTERIOR.

SIR: I am in receipt, by reference of the Acting Secretary, September 9, 1903, of the letter of the Commissioner of Indian Affairs of September 5, 1903 (Land, 4798-1903), transmitting a communication from the chairman of the Commission to the Five Civilized Tribes, dated August 28, 1903, and resolutions that day adopted by them relative to selections of allotments by full-blood Indians of the Choctaw and Chickasaw nations, with request for my opinion "whether said resolutions should be approved as they stand or modified; and if so, in what particular, or what action the Department should take in the premises."

The resolutions and preamble thereto are as follows:

"Whereas it has come to the knowledge of the Commission that certain full-blood Indians have been taken to the land offices in the Choctaw and Chickasaw nations by agents and speculators, where selections were made by such Indians of their allotments; and

"Whereas it is reported that such Indians have entered into contract with such agents and speculators for the lease of the lands so selected at unreasonable prices; and

"Whereas notices have been served upon divers parties to show cause at times fixed in said notices why certain selections of allotments in the Chickasaw Nation, where such selections are in separate tracts, widely separated, should not be canceled and set aside: Therefore,

"*Resolved*, That until further ordered no allotments shall be made to full-blood Indians taken to the Choctaw or Chickasaw offices by agents or noncitizens.

"*Resolved*, That all selections where the land selected is divided into different tracts, rendering such selections less valuable or desirable than otherwise, be canceled after due notice unless the person making such selection show good cause why the same should not be done.

"*Resolved*, That no selection of allotment be permitted where it is disclosed that contracts have been made for the lease thereof or the sale of any interest therein, and that the Commission cancel all selections made by full-blood ignorant or indigent Choctaws where contracts have been made of any kind affecting the title of the lands so selected before or after selection, previous to the issuance of a certificate of allotment, and all other selections made by said full-blood ignorant or indigent Indians which upon examination are found not to be in the interest of said Indians."

The Commission say the proposed modification in the manner of making allotments meets the objections presented by counsel for the Indian nations and provides reforms deemed by the Commission to be for the best interests of this class of citizens, but the Commission expresses doubt as to its authority to exercise the powers proposed to be assumed under the last resolution and will not, for that reason, take action thereunder until advised of its approval.

The Indian Office expresses no opinion at length upon the first resolution, but gives its reasons for the opinion that the second one violates the rights accorded to individuals by the agreement and statute providing for allotments of land to the Indians in severalty, and that no authority of law exists for exercise of the power to be assumed under the last one, and recommends that none of the resolutions be approved.

The clear intentment of the agreement between the Choctaw and Chickasaw Nations and the United States, ratified by the act of July 1, 1902 (32 Stat., 641) is that the individual entitled to allotment may select for himself and take any lands subject to allotment. By section 6 the word "select" is defined as "the formal application \* \* \* for particular tracts of land." Section 12 provides that "each member of said tribes shall, at the time of the selection of his allotment, designate as a homestead," etc. Section 17 makes express provision for selection by the Commission, "if for any reason an allotment should not be selected" by or on behalf of the person entitled; and section 21 provides for selection of the allotment due a deceased person, to be made by the executor or administrator, and, in case of his default, then by the Commission. These provisions necessarily imply that the individual entitled to an allotment is entitled to select the land, subject to the other conditions that selection must be made of allotable land and in subdivisions of not less than ten acres, or a "quarter of a

quarter of a quarter of a section." The law does not require that selections or allotments shall be made of contiguous tracts or so as to form a compact body of land. No such restriction upon the right of selection having been imposed by the law, I am of the opinion that the allottee is free to make his selection of noncontiguous tracts and that the second resolution is unauthorized and should not be approved. The law having given the allottee the right of selection, his judgment of what is most valuable, desirable, or advantageous to him is not subject to review or control by the Commission or allotting authority.

The duty of the Commission no doubt is, so far as it can, to protect the Indian, who is to some extent its ward, from imposition and undue influence by designing and evil-minded persons. When it has reason to suspect that the applicant is acting under such influence, it may in any particular case take such measures as will enable the applicant to exercise his own free choice, such as to require the suspected person, "agent, or noncitizen" to withdraw, or by calling in some known and intelligent, trustworthy citizen or other person known to the applicant and capable of conversing with him in his own language, to confer with, advise, and aid the allottee. No formal resolution or rule is necessary to confer such authority. It is in the nature of things inherent in all courts, quasi-judicial bodies, or executive officers when called upon to act in respect to the rights of persons of weak intelligence or will, or where such conditions are merely suspected to exist.

The objections to the second of these proposed resolutions or rules for procedure necessarily involves the rejection of the third. It is objectionable for other reasons. When a selection has been made rights presumably vest. When such selection is approved and the allotment is made, the equitable right becomes apparently complete. No power is expressly vested in the Commission or in the Indian Office, of its own motion, to review such action. Whether it may do so at the instance of the allottee and after notice to all others claiming to have acquired rights under him is not presented by the papers before me, and no opinion need be expressed. But it would seem that, prior to vesting of legal title in the allottee by delivery of the allotment deed, the powers of the Indian Office and Commission are analogous and similar to those of the Land Department prior to issue of patent to public lands.

I am of the opinion that the second and third resolutions should not be approved in their present form or in any modified one having substantially the same object, and that the Commission already has all the power that approval of the first resolution could confer, so that no action of the Department in the premises is necessary.

It may be deemed necessary to prescribe regulations in respect of these matters for the guidance and control of clerks in charge of land offices. If so, they should be prepared in accordance with the views suggested herein and submitted for the consideration of the Department.

Very respectfully,

F. L. CAMPBELL,  
*Assistant Attorney-General.*

Approved, September 30, 1903.

THOS. RYAN, *Acting Secretary.*

This led to the abandonment of the course contemplated, but the Commission has none the less used every means within its power to prevent the oppression of the weak and indigent classes.

More or less difficulty has been encountered in the adjustment of allottable lands affected by railroads seeking to acquire right of way and station grounds under the provisions of the act of Congress approved February 28, 1902 (Appendix No. 1, p. 85). It became necessary to formulate some definite plan to meet this condition, and the Commission has uniformly reserved from allotment lands sought to be acquired by railroad companies when it is shown that maps showing the location of such lands have been filed with the Secretary of the Interior as provided by law.

Another cause for delay in the selection of allotments, though of less inconvenience to the Commission than to the allottees, has been the transfer of jurisdiction as to guardians from the tribal to the

United States courts in Indian Territory. The act of April 28, 1904 (Appendix No. 1, p. 121), contains the following provision:

All the laws of Arkansas heretofore put in force in the Indian Territory are hereby continued and extended in their operation so as to embrace all persons and estates in said Territory, whether Indian, freedman, or otherwise, and full and complete jurisdiction is hereby conferred upon the district courts in said Territory, in the settlement of all estates of decedents, the guardianships of minors and incompetents, whether Indians, freedmen, or otherwise.

It often happened that before guardians or administrators, appointed by the tribal courts, had selected allotments for the persons whom they were authorized to represent, the act of April 28, 1904, became effective, and they were then obliged to obtain letters of guardianship or administration from the United States court. Aside from the delays resulting therefrom, it is believed that the new legislation is calculated to preserve the interests of those whose allotments are selected by legally authorized representatives.

#### CHOCTAW NATION.

During the past year 14,946 allotments were made at the Choctaw land office of the Commission in Atoka, Indian Territory, to citizens and freedmen of the Choctaw and Chickasaw nations and to duly identified Mississippi Choctaws. The land allotted represents an aggregate area of 2,379,450.40 acres. The following table shows the relative distribution of this land as to citizens by blood, citizens by intermarriage, freedmen, and Mississippi Choctaws.

Roll.	Applica- tions.	Acres allotted.
Choctaws by blood .....	10,088	1,935,078.36
Choctaws by intermarriage .....	671	133,105.40
Choctaw freedmen .....	2,170	82,050.59
Chickasaws by blood .....	456	80,414.88
Chickasaws by intermarriage .....	39	7,007.13
Chickasaw freedmen .....	400	16,144.67
Mississippi Choctaws .....	533	125,649.37
Total .....	14,307	2,379,450.40

Since the establishment of the Choctaw land office, on April 15, 1903, 16,119 allotments have been made, embracing 2,679,868.62 acres of land and representing an appraised value of approximately \$9,000,000.

The delivery of allotment certificates covering allotments in the Choctaw Nation was begun in the month of August, 1903. Up to the close of the year 25,169 certificates were prepared. Of this number, 10,254 covered homestead selections, 12,034 allotment selections exclusive of homesteads, and 2,881 the selections of freedmen. The majority of these have been carefully checked, transmitted to the general office of the Commission for the signature of the chairman, and delivered to the allottees.

When the order temporarily withholding from allotment 1,247,473.63 acres of pine land in the Choctaw Nation was rescinded on May 2, 1904, there was a marked activity on the part of full-blood Indians desiring to select allotments of land in the pine-timber belt. In the month of May 1,452 allotments were made at the Choctaw Land

Office, as compared with 938 in the month of April. Practically all selections made during May were of land containing estimated pine timber, and involved 200,000 acres of land, having commercial timber estimated at 420,000,000 feet. It is believed that the Indians themselves have, in few instances, voluntarily selected their allotments upon pine land, but in nearly every case have been influenced by speculators. For the purpose of allotment, the estimated pine had been appraised by the Commission at 50 cents per 1,000 feet. The timber lands, therefore, present a tempting field to speculators, who have used every means to induce full-blood Indians to select timber land in allotment, hoping to obtain the timber at its appraised value, or even a lower price.

In making allotments of pine-timber land the appraised value of the land is increased by the appraised value of the estimated timber located thereon. The majority of the land containing pine timber is of a low grade, appraised in most instances at from 25 cents to \$1.50 per acre. As a rule it is unfit for agricultural purposes, the appraised value of the timber often being as much as ten times the appraised value of the land itself. It seems apparent that when the timber has been removed the allottees will be in possession of tracts of barren and practically worthless land, while the pine forests of the Choctaw Nation will have been devastated without benefit to the allottee or to the nation. Fortunately, the majority of the citizens and freedmen of the Choctaw Nation had selected their allotments during the time the pine land was withheld from allotment, and it is presumed that the greater part of it will remain unallotted and subject to sale under the provisions of section 14 of the act of July 1, 1902. (Appendix No. 1, p. 96.)

Attached to this report is a map showing the location of lands in the Choctaw Nation containing pine timber of commercial value which has been estimated and appraised by the Commission. (Exhibit 6.) In addition to this territory, approximately 12,600 acres of timber land located in township 9 south, ranges 26 and 27 east, was omitted from the reports made by the timber estimators in the employ of the Commission, but was reported by its land appraisers in the years 1899 and 1900 to contain pine timber of commercial value. The land is graded very low, and it is not deemed advisable to allot the same without taking into account the timber located thereon. The matter has been reported to the Department, and the land is being withheld from allotment with a view to a special enactment during the next session of Congress providing for the estimation of the timber located thereon.

Exhibit No. 5 indicates the status of allotment work in the Choctaw Nation at the close of the year.

#### CHICKASAW NATION.

During the year ended June 30, 1904, 14,095 applications for allotments were made at the Chickasaw land office, at Tishomingo, Indian Territory. The land embraced in these allotments has an aggregate area of 2,001,516.94 acres, distributed as follows:

Roll.	Applica- tions.	Acres allotted.
Choctaws by blood .....	5,463	926,006.99
Choctaws by intermarriage .....	471	45,311.66
Choctaw freedmen .....	426	14,508.76
Chickasaws by blood .....	3,785	694,823.42
Chickasaws by intermarriage .....	420	78,840.87
Chickasaw freedmen .....	2,749	92,323.36
Mississippi Choctaws .....	781	149,701.88
Total .....	14,095	2,001,516.94

Since the establishment of the Chickasaw land office, April 15, 1903, 15,429 allotments have been made, embracing 2,340,315.96 acres, and representing an appraised value of approximately \$10,000,000. During the year 19,650 allotment certificates were prepared, 7,700 of which represent the homesteads of the allottees, 8,750 the allotments exclusive of homesteads, while 3,200 represent selections made by freedmen. The majority of these certificates have been checked with the allotment records, have received the signature of the chairman, and been delivered to the allottees.

Accompanying this report as Exhibit 7 is a map showing the status of the allotment work in the Chickasaw Nation on June 30, 1904.

#### PREPARATION OF PATENTS.

In the month of May, 1904, the Commission begun the work of preparing patents to Choctaw and Chickasaw allottees. This work is conducted at the general office of the Commission, in Muskogee, patents being prepared from the allotment reports, made by the Choctaw and Chickasaw land offices. Three forms of patents are used in conveying title to the lands of the Choctaw and Chickasaw nations, viz: Those covering the homestead selections of citizens, those covering lands selected exclusive of homesteads, and those covering the selections made by freedmen.

When the patents have been prepared at the general office, they are checked with the allotment records and ledger accounts kept with each individual allottee. They are then forwarded to the land office for the nation in which the land described is located, in order that they may be properly checked with the land-office records, particularly as to whether or not any of the land described in the patent is involved in contest proceedings. When they have been verified with the land-office records, they are returned to the general office of the Commission and forwarded to the attorneys for the Choctaw and Chickasaw nations for execution by the chief executives of the respective nations.

The work was necessarily somewhat slow at its initiation, only 2,113 patents having been prepared at the close of the year. It is expected that when the work has become properly systematized they will be prepared at the rate of about 10,000 per month. Copies of the different forms of patents issued in the Choctaw and Chickasaw nations are appended hereto. (Exhibits Nos. 10, 11, and 12.)



## ALLOTMENT CONTESTS.

During the last fiscal year the allotment contest work of the Commission probably reached its maximum in the number of new contests filed. This condition was expected by reason of the opening of land offices for the allotment of lands of the Choctaw, Chickasaw, and Cherokee nations shortly before the commencement of the fiscal year.

Prior to June 30, 1903, there were instituted before the Commission a total of 1,107 allotment contests, of which 323 were pending on that date.

During the year ended June 30, 1904, there were instituted 3,052 contests, and there were pending before the Commission on the last-mentioned date 2,654.

This large increase in the number of contests filed was caused by conditions met with in the Choctaw, Chickasaw, and Cherokee nations which did not prevail in the Creek and Seminole nations. Much of the improved land in the three larger nations is very valuable and was a source of litigation in the courts, or claimed by two or more citizens long before the work of allotment commenced. Aside from the contentions arising over improvements, the discovery of valuable deposits of gas, oil, and other minerals, and the consequent rush for allotments in the fields containing such deposits, has resulted in many controversies.

It is thought that the number of contests filed in the Choctaw and Chickasaw nations will now rapidly decrease, as the work of allotment in these nations is in a state bordering on completion. In the Cherokee Nation, however, it is probable that the filing of contests will continue for some time to come, as the valuable oil lands in the northwestern part of the nation and the question of "Delaware-Cherokee improvements" have proven fruitful sources of contention.

The force of the Commission employed in the allotment contest division has been increased to cope with the volume of work presented, and the disposition of cases already filed and docketed is being pushed as rapidly as possible. To expedite the hearing of contests in the Cherokee Nation, parties will, in the near future, be sent to different points in the nation to take testimony in cases in the vicinity in which the contesting claimants and witnesses live, thus saving them a trip to the land office.

The following is a detailed statement of the work of the Commission relating to allotment contests during the year ended June 30, 1904:

## CREEK NATION.

Contests instituted prior to July 1, 1903.....	770
Contests instituted from July 1, 1903, to June 30, 1904, inclusive.....	41
<b>Total number of contests instituted up to and including June 30, 1904 .....</b>	<b>811</b>
 Contests disposed of prior to July 1, 1903.....	705
Contests disposed of from July 1, 1903, to June 30, 1904, inclusive.....	59
Contests pending before the Commission on July 1, 1904.....	36
Contests pending on appeal on July 1, 1904.....	11
 <b>Total .....</b>	<b>811</b>

## CHEROKEE NATION.

Contests instituted prior to July 1, 1903-----	227
Contests instituted from July 1, 1903, to June 30, 1904, inclusive-----	943
<b>Total number of contests instituted up to and including June 30, 1904 -----</b>	<b>1, 170</b>
Contests disposed of prior to July 1, 1903-----	4
Contests disposed of from July 1, 1903, to June 30, 1904, inclusive-----	111
Contests pending before the Commission on July 1, 1904-----	1, 050
Contests pending on appeal on July 1, 1904-----	5
<b>Total -----</b>	<b>1, 170</b>

## CHOCTAW NATION.

Contests instituted prior to July 1, 1903-----	45
Contests instituted from July 1, 1903, to June 30, 1904, inclusive-----	639
<b>Total number of contests instituted up to and including June 30, 1904 -----</b>	<b>684</b>
Contests disposed of prior to July 1, 1903-----	0
Contests disposed of from July 1, 1903, to June 30, 1904, inclusive-----	142
Contests pending before the Commission on July 1, 1904-----	536
Contests pending on appeal on July 1, 1904-----	6
<b>Total -----</b>	<b>684</b>

## CHICKASAW NATION.

Contests instituted prior to July 1, 1903-----	7
Contests instituted from July 1, 1903 to June 30, 1904, inclusive-----	1, 429
<b>Total number of contests instituted up to and including June 30, 1904 -----</b>	<b>1, 436</b>
Contests disposed of prior to July 1, 1903-----	0
Contests disposed of from July 1, 1903, to June 30, 1904, inclusive-----	398
Contests pending before the Commission on July 1, 1904-----	1, 032
Contests pending on appeal on July 1, 1904-----	6
<b>Total -----</b>	<b>1, 436</b>

## RECAPITULATION.

Contests instituted prior to July 1, 1903, including 58 Seminole contests--	1, 107
Contests instituted from July 1, 1903, to June 30, 1904, inclusive-----	3, 052
<b>Total number of contests instituted up to and including June 30, 1904 -----</b>	<b>4, 159</b>
Contests disposed of prior to July 1, 1903, including 58 Seminole contests--	767
Contests disposed of from July 1, 1903, to June 30, 1904, inclusive-----	710
Contests pending before the Commission on July 1, 1904-----	2, 654
Contests pending on appeal on July 1, 1904-----	28
<b>Total -----</b>	<b>4, 159</b>

There are attached hereto, and made a part of this report, copies of the decisions of the Department rendered during the fiscal year ended June 30, 1904, in allotment contest cases, together with a digest of said decisions and a table of cases (Appendix No. 10, p. 184) ; a statement showing the disposition of allotment contest cases appealed from the decisions of the Commission and finally disposed of during

said fiscal year (Appendix No. 11, p. 192), and a copy of the rules of practice in Choctaw, Chickasaw, and Cherokee allotment contest cases (Appendix No. 13, p. 197).

Respectfully submitted.

TAMS BIXBY.  
T. B. NEEDLES.  
C. R. BRECKINRIDGE.

#### EXHIBIT No. 8.

##### FORM OF CHEROKEE HOMESTEAD DEED.

Homestead deed. 1.

Cherokee Citizen Roll, No. 1789.

#### THE CHEROKEE NATION, INDIAN TERRITORY.

To all to whom these presents shall come, greeting:

Whereas by the act of Congress approved July 1, 1902 (32 Stat., 716), ratified by the Cherokee Nation August 7, 1902, it was provided that there should be allotted, by the Commission to the Five Civilized Tribes, to each citizen of the Cherokee Nation, land equal in value to one hundred and ten acres of the average allottable lands of the Cherokee Nation, and

Whereas it was provided by said act of Congress that each member of said tribe shall, at the time of the selection of his allotment, designate, or have selected and designated for him, from his allotment, land equal in value to forty acres of the average allottable lands of the Cherokee Nation, as nearly as may be, as a homestead, for which separate certificate shall issue; 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 Lulu M. Hastings, a citizen of said tribe, as a homestead,

Now, therefore, I, the undersigned, the principal chief of the Cherokee 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 Lulu M. Hastings all right, title, and interest of the Cherokee Nation, and of all other citizens of said nation, in and to the following-described land, viz: The east half of the northwest quarter of the southeast quarter and the southwest quarter of the northwest quarter of the southeast quarter of section fourteen (14), township twelve (12) north and range twenty-three (23) east, of the Indian base and meridian, in Indian Territory, containing thirty (30) 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 pertaining to allotted homesteads.

In witness whereof I, the principal chief of the Cherokee 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 Cherokee Nation.

Department of the Interior.

Approved —, 190—.

—, Secretary,

By —, Clerk.

[SEAL.]

#### EXHIBIT No. 9.

##### FORM OF CHEROKEE ALLOTMENT DEED.

Allotment deed. 1.

Cherokee Citizen Roll, No. 1789.

#### THE CHEROKEE NATION, INDIAN TERRITORY.

To all to whom these presents shall come, greeting:

Whereas by the act of Congress approved July 1, 1902 (32 Stat., 716), ratified by the Cherokee Nation August 7, 1902, it is provided that there shall be

allotted by the Commission to the Five Civilized Tribes to each citizen of the Cherokee tribe land equal in value to one hundred and ten acres of the average allottable lands of the Cherokee Nation, and

Whereas it was provided by said act of Congress that each citizen shall designate or have designated and selected for him, at the time of his selection of allotment, out of his allotment, as a homestead, land equal in value to forty acres of the average allottable lands of the Cherokee Nation, as nearly as may be, for which he shall receive a separate certificate, 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 Lulu M. Hastings, a citizen of said tribe, as an allotment, exclusive of land equal in value to forty acres of the average allottable lands of the Cherokee Nation, selected as a homestead as aforesaid,

Now, therefore, I, the undersigned, principal chief of the Cherokee Nation, by virtue of the power and authority vested in me by aforesaid act of the Congress of the United States, have granted and conveyed, and by these presents do grant and convey, unto the said Lulu M. Hastings all right, title, and interest of the Cherokee Nation, and of all other citizens of said nation, in and to the following-described land, viz: The southwest quarter of the southwest quarter of the northeast quarter and the southwest quarter of the southeast quarter of the northeast quarter and the west half of the northeast quarter of the southeast quarter and the northwest quarter of the northwest quarter of the southeast quarter of section fourteen (14), township twelve (12) north and range twenty-three (23) east, and the northeast quarter of the southeast quarter of the northeast quarter of section thirty-six (36), township fourteen (14) north and range twenty-three (23) east, of the Indian base and meridian in Indian Territory, containing sixty (60) acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to all the provisions of said act of Congress.

In witness whereof I, the principal chief of the Cherokee Nation, have hereto set my hand and caused the great seal of said nation to be affixed this \_\_\_\_ day of \_\_\_\_\_, A. D. 190\_\_.

\_\_\_\_\_  
*Principal Chief of the Cherokee Nation.*

Department of the Interior.

Approved \_\_\_\_\_, 190\_\_.

By \_\_\_\_\_, *Secretary,*  
\_\_\_\_\_, *Clerk.*

[SEAL.]

#### EXHIBIT No. 10.

#### FORMS OF CHOCTAW AND CHICKASAW HOMESTEAD DEEDS.

Homestead patent No. 7348.

• Chickasaw by Blood Roll, No. 1274.  
Date of certificate, October 5, 1903.

#### THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY.

To all to whom these presents shall come, greeting:

Whereas by the act of Congress approved July 1, 1902 (32 Stat., 641), and ratified by the citizens of the Choctaw and Chickasaw nations September 25, 1902, it was provided that there should be allotted, by the Commission to the Five Civilized Tribes, to each citizen of the Choctaw and Chickasaw nations, land equal in value to three hundred and twenty acres of the average allottable lands of the Choctaw and Chickasaw nations; and

Whereas it was provided by said act of Congress that each member of said tribes shall, at the time of the selection of his allotment, designate, or have selected and designated for him, from his 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, as a homestead, for which separate certificate and patent shall issue; 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 Sarah Lasater, a citizen of the Chickasaw Nation, as a homestead:

Now, therefore, we, the undersigned, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, by virtue of the power and authority vested in us by the twenty-ninth section of the act of Congress of the United States approved June 28, 1898 (30 Stat., 495), have granted and conveyed, and by these presents do grant and convey, unto the said Sarah Lasater all right, title, and interest of the Choctaw and Chickasaw nations and of all other citizens of said nations in and to the following-described land, viz: The west half of the northeast quarter of section nine (9), township three (3) north, and range one (1) east (Chickasaw Nation) of the Indian base and meridian, in Indian Territory, containing eighty (80) acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to the conditions provided by the act of Congress approved July 1, 1902 (32 Stat., 641), pertaining to allotted homesteads.

In witness whereof we, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, have hereunto set our hands and caused the great seal of our respective nations to be affixed at the dates hereinafter shown.

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Principal Chief of the Choctaw Nation.*

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Governor of the Chickasaw Nation.*

Department of the Interior.

Approved, \_\_\_\_\_, 190—.

\_\_\_\_\_, *Secretary,*  
By \_\_\_\_\_, *Clerk.*

Homestead patent No. 4281.

Choctaw by Blood Roll, No. 9587.  
Date of certificate, December 17, 1903.

#### *THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY.*

To all to whom these presents shall come, greeting:

Whereas by the act of Congress approved July 1, 1902 (32 Stat., 641), and ratified by the citizens of the Choctaw and Chickasaw nations September 25, 1902, it was provided that there should be allotted, by the Commission to the Five Civilized Tribes, to each citizen of the Choctaw and Chickasaw nations, land equal in value to three hundred and twenty acres of the average allottable lands of the Choctaw and Chickasaw nations; and

Whereas it was provided by said act of Congress that each member of said tribes shall, at the time of the selection of his allotment, designate, or have selected and designated for him, from his 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, as a homestead, for which separate certificate and patent shall issue; 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 Emma Lawrence, a citizen of the Choctaw Nation, as a homestead:

Now, therefore, we, the undersigned, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, by virtue of the power and authority vested in us by the twenty-ninth section of the act of Congress of the United States approved June 28, 1898 (30 Stat., 495), have granted and conveyed, and by these presents do grant and convey, unto the said Emma Lawrence all right, title, and interest of the Choctaw and Chickasaw nations and of all other citizens of said nations in and to the following-described land, viz: The southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter and the west half of the southeast quarter of the southeast quarter of section thirty-four (34), and the southeast quarter of the southeast quarter of the northwest quarter of section thirty-five (35), township five (5) south and range six (6) east (Chickasaw Nation) of the Indian base and meridian in Indian Territory, containing one hundred and ten (110) acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to the conditions provided by the act of Congress approved July 1, 1902 (32 Stat., 641), pertaining to allotted homesteads.

In witness whereof we, the principal chief of the Choctaw Nation and the

governor of the Chickasaw Nation, have hereunto set our hands and caused the great seal of our respective nations to be affixed at the dates hereinafter shown.

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Principal Chief of the Choctaw Nation.*

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Governor of the Chickasaw Nation.*

Department of the Interior.

Approved, \_\_\_\_\_, 190—.

By \_\_\_\_\_, Secretary,  
\_\_\_\_\_, Clerk.

#### EXHIBIT No. 11.

#### FORMS OF CHOCTAW AND CHICKASAW ALLOTMENT DEEDS.

Allotment patent No. 7350.

Chickasaw by Blood Roll, No. 1274.

Date of certificate, October 5, 1903.

#### THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY.

To all to whom these presents shall come, greeting:

Whereas by the act of Congress approved July 1, 1902 (32 Stat., 641), and ratified by the citizens of the Choctaw and Chickasaw nations September 25, 1902, it was provided that there should be allotted, by the Commission to the Five Civilized Tribes, to each citizen of the Choctaw and Chickasaw nations land equal in value to three hundred and twenty acres of the average allotable lands of the Choctaw and Chickasaw nations; and

Whereas it was provided by said act of Congress that each member of said tribes shall, at the time of the selection of his allotment, designate, or have selected and designated for him from his allotment, land equal in value to one hundred and sixty acres of the average allotable land of the Choctaw and Chickasaw nations, as nearly as may be, as a homestead, for which separate certificate and patent shall issue; 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 Sarah Lasater, a citizen of the Chickasaw Nation as an allotment, exclusive of land equal in value to one hundred and sixty acres of the average allotable lands of the Choctaw and Chickasaw nations selected as a homestead as aforesaid:

Now therefore we, the undersigned, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, by virtue of the power and authority vested in us by the twenty-ninth section of the act of Congress of the United States approved June 28, 1898 (30 Stat., 495), have granted and conveyed, and by these presents do grant and convey, unto the said Sarah Lasater all right, title, and interest of the Choctaw and Chickasaw nations and of all other citizens of said nations in and to the following-described land, viz: The south half of the northeast quarter of the northwest quarter and the southeast quarter of the northwest quarter and the southeast quarter of the northwest quarter of the northwest quarter and the northeast quarter of the southwest quarter of the northwest quarter of section nine (9), township three (3) north and range one (1) east (Chickasaw Nation), of the Indian base and meridian, in Indian Territory, containing eighty (80) acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to the provisions of the act of Congress approved July 1, 1902 (32 Stat., 641).

In witness whereof we, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, have hereunto set our hands and caused the great seal of our respective nations to be affixed at the dates hereinafter shown.

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Principal Chief of the Choctaw Nation.*

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Governor of the Chickasaw Nation.*

Department of the Interior,

Approved, \_\_\_\_\_, 190—.

By \_\_\_\_\_, Secretary,  
\_\_\_\_\_, Clerk.

Allotment patent No. 4283.

Choctaw by Blood Roll, No. 9537.  
Date of certificate, December 17, 1903.**THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY.**

To all to whom these presents shall come, greeting:

Whereas by the act of Congress approved July 1, 1902 (32 Stat., 641), and ratified by the citizens of the Choctaw and Chickasaw nations September 25, 1902, it was provided that there should be allotted, by the Commission to the Five Civilized Tribes, to each citizen of the Choctaw and Chickasaw nations land equal in value to three hundred and twenty acres of the average allotable lands of the Choctaw and Chickasaw nations; and

Whereas it was provided by said act of Congress that each member of said tribes shall, at the time of the selection of his allotment, designate, or have selected and designated for him from his allotment, land equal in value to one hundred and sixty acres of the average allotable land of the Choctaw and Chickasaw nations, as nearly as may be, as a homestead, for which separate certificate and patent shall issue; 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 Emma Lawrence, a citizen of the Choctaw Nation, as an allotment, exclusive of land equal in value to one hundred and sixty acres of the average allotable lands of the Choctaw and Chickasaw nations selected as a homestead as aforesaid:

Now therefore we, the undersigned, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, by virtue of the power and authority vested in us by the twenty-ninth section of the act of Congress of the United States approved June 28, 1898 (30 Stat., 495), have granted and conveyed, and by these presents do grant and convey, unto the said Emma Lawrence all right, title, and interest of the Choctaw and Chickasaw nations and of all other citizens of said nations in and to the following-described land, viz: The west half of the southwest quarter of the southwest quarter of section twenty-six (26), and the southeast quarter of the southeast quarter of section twenty-seven (27), and the northeast quarter of the northeast quarter of section thirty-four (34), township five (5) south and range six (6) east (Chickasaw Nation), of the Indian base and meridian in Indian Territory, containing one hundred (100) acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to the provisions of the act of Congress approved July 1, 1902 (32 Stat., 641).

In witness whereof we, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, have hereunto set our hands and caused the great seal of our respective nations to be affixed at the dates hereinafter shown.

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Principal Chief of the Choctaw Nation.*

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Governor of the Chickasaw Nation.*Department of the Interior,  
Approved, \_\_\_\_\_, 190—.\_\_\_\_\_, Secretary.  
By \_\_\_\_\_, Clerk.**EXHIBIT No. 12.****FORMS OF CHOCTAW AND CHICKASAW FREEDMEN DEEDS.**

Patent to freedmen, No. 1352.

Chickasaw Freedmen Roll 316.  
Date of certificate, December 23, 1903.**THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY.**

To all to whom these presents shall come, greeting:

Whereas by the act of Congress approved July 1, 1902 (32 Stat., 641), and ratified by the citizens of the Choctaw and Chickasaw nations September 25, 1902, it was provided that there should be allotted, by the Commission to the

Five Civilized tribes, to each Choctaw and Chickasaw freedman land equal in value to forty acres of the average allotable land of the Choctaw and Chickasaw nations, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment; 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 Siney Johnson, freedman, as an allotment:

Now, therefore, we, the undersigned, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, by virtue of the power and authority vested in us by the twenty-ninth section of the act of Congress of the United States, approved June 28, 1898 (30 Stat., 495), have granted and conveyed, and by these presents do grant and convey unto the said Siney Johnson all right title, and interest of the Choctaw and Chickasaw nations and of all citizens of said nations, in and to the following-described land, viz, the northwest quarter of the southwest quarter of section thirty-five (35), township three (3) north and range seven (7) east (Chickasaw Nation), 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 provisions of the act of Congress approved July 1, 1902 (32 Stat., 641).

In witness whereof we, the principal chief if the Choctaw Nation and the governor of the Chickasaw Nation, have hereunto set our hands and caused the great seal of our respective nations to be affixed at the dates hereinafter shown.

[SEAL.]

Date, \_\_\_\_\_, 190—.

*Principal Chief of the Choctaw Nation.*

[SEAL.]

Date, \_\_\_\_\_, 190—.

*Governor of the Chickasaw Nation.*

Department of the Interior,  
Approved \_\_\_\_\_, 190—.

\_\_\_\_\_, *Secretary.*  
By \_\_\_\_\_, *Clerk.*

Patent to freedmen, No. 4285.

Chickasaw Freedmen Roll 263.  
Date of certificate, August 25, 1903.

**THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY.**

To all to whom these presents shall come, greeting:

Whereas by the act of Congress approved July 1, 1902 (32 Stat., 641), and ratified by the citizens of the Choctaw and Chickasaw nations September 25, 1902, it was provided that there should be allotted, by the Commission to the Five Civilized Tribes, to each Choctaw and Chickasaw freedman land equal in value to forty acres of the average allotable land of the Choctaw and Chickasaw nations, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment; 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 Richmond Clark, freedman, as an allotment:

Now, therefore, we, the undersigned, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, by virtue of the power and authority vested in us by the twenty-ninth section of the act of Congress of the United States, approved June 28, 1898 (30 Stat., 495), have granted and conveyed, and by these presents do grant and convey unto the said Richmond Clark, all right, title, and interest of the Choctaw and Chickasaw nations and of all citizens of said nations, in and to the following-described land, viz, the northeast quarter of the northeast quarter, less 41/100 (.41) acres occupied as right of way by the Choctaw and Chickasaw Railway, of section thirty-four (34), township four (4) north and range five (5) east (Chickasaw Nation), of the Indian base and meridian, in Indian Territory, containing thirty-nine and 59/100 (39.59) acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to the provisions of the act of Congress approved July 1, 1902 (32 Stat., 641).

In witness whereof we, the principal chief of the Choctaw Nation and the



governor of the Chickasaw Nation, have hereunto set our hands and caused the great seal of our respective nations to be affixed at the dates hereinafter shown.

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Principal Chief of the Choctaw Nation.*

Date, \_\_\_\_\_, 190—.

[SEAL.]

*Governor of the Chickasaw Nation.*

Department of the Interior,  
Approved \_\_\_\_\_, 190—.

By \_\_\_\_\_, *Secretary.*  
\_\_\_\_\_ , *Clerk.*

### EXHIBIT No. 13.

#### Statement of disbursements, fiscal year 1904.

	1904.				
	First quarter.	Second quarter.	Third quarter.	Fourth quarter.	Total.
Salaries of Commissioners.....	\$5,000.00	\$5,000.00	\$5,000.00	\$3,750.00	\$18,750.00
Salaries of employees.....	45,391.56	44,653.71	43,979.54	47,470.94	181,495.75
Traveling expenses of commissioners and employees, including field parties and land offices.....	771.03	2,007.90	2,501.73	1,085.04	6,365.70
Open-market purchases: Typewriters, furniture, rubber stamps, document files, etc., for general office and land offices.....	3,402.18	1,694.22	1,227.34	546.52	6,870.26
Contract purchases: Chamois skins, baskets, brushes, etc.....	88.84	41.31	74.92	-----	205.07
Freight and express charges.....	27.29	128.38	177.07	170.89	503.63
Printing, binding, and stationery in open market and from Department.....	2,899.65	1,890.68	1,296.98	3,729.07	9,816.38
Subsistence employees of field parties.....	-----	-----	-----	21.13	21.13
Forage: Stock of headquarters and field parties.....	389.10	287.82	252.45	252.90	1,182.27
Rent:					
Offices in Muskogee.....	900.00	900.00	900.00	911.66	3,611.66
Land offices outside of Muskogee..	500.00	550.00	2,635.00	927.66	4,612.66
Stock corral.....	75.00	75.00	150.00	75.00	375.00
Telegraphing.....	122.25	109.40	86.14	90.85	408.64
Telephone service.....	7.50	90.35	72.02	44.50	214.37
Electric lighting for general office and land offices.....	83.95	148.19	153.69	47.05	432.88
Ferriage: Field party.....	-----	-----	-----	6.75	6.75
Repairs of typewriters, wagons, etc....	111.05	128.73	246.27	227.99	714.04
Incidental general office, land offices, and field parties: Ice, coal oil, stock medicine, soap, fuel, etc.....	106.76	119.15	81.92	161.37	469.20
Witness fees.....	-----	1.50	-----	-----	1.50
Registering letters and packages.....	203.04	132.56	145.76	234.32	715.68
Removal Mississippi Choctaws:					
Transportation.....	4,942.92	3,413.46	683.84	-----	9,040.22
Subsistence.....	2,235.45	3,150.73	817.75	-----	6,203.93
Miscellaneous expenses: Street sprink- ling, installing city water, partitions in land offices, etc.....	151.65	123.64	90.89	123.16	489.34
<b>Total.....</b>	<b>67,409.22</b>	<b>64,646.73</b>	<b>60,580.06</b>	<b>59,870.05</b>	<b>252,506.06</b>

## 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<sup>a</sup> 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

<sup>a</sup> 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 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 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 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 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. Schermerhorn, and the widow of R. S. Bell, who have been laboring as missionaries in the Choctaw and Chickasaw nations since the year eighteen hundred and sixty-six, with the same conditions and limitations as apply to lands allotted to the members of the Choctaw and Chickasaw nations, and to be located on lands not occupied by a Choctaw or a Chickasaw, and a reasonable amount of land, to be determined by the town-site commission, to include all court-houses and jails and other public buildings not hereinbefore provided for, shall be exempted from division. And all coal and asphalt in or under the lands allotted and reserved from allotment shall be reserved for the sole use of the members of the Choctaw and Chickasaw tribes, exclusive of freedmen: *Provided*, That where any coal or asphalt is hereafter opened on land allotted, sold, or reserved, the value of the use of the necessary surface for prospecting or mining, and the damage done to the other lands and improvements, shall be ascertained under the direction of the Secretary of the Interior and paid to the allottee or owner of the land by the lessee or party operating the same, before operations begin. That in order to such equal division, the lands of the Choctaws and Chickasaws shall be graded and appraised so as to give to each member, so far as possible, an equal value of the land: *Provided further*, That the Commission to the Five Civilized Tribes shall make a correct roll of Chickasaw freedmen entitled to any rights or benefits under the treaty made in eighteen hundred and sixty-six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty, and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined, in such manner as shall hereafter be provided by act of Congress.

That the lands allotted to the Choctaw and Chickasaw freedmen are to be deducted from the portion to be allotted under this agreement to the members of the Choctaw and Chickasaws 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 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 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 (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 therefor, such town shall be entitled to a patent for the same, as herein provided for titles to allottees, and shall dispose of same at reasonable prices in suitable lots for burial purposes, the proceeds derived from such sales to be applied by the town government to the proper improvement and care of said cemetery.

That no charge or claim shall be made against the Choctaw or Chickasaw tribes by the United States for the expenses of surveying and platting the lands and town sites, or for grading, appraising, and allotting the lands, or for appraising and disposing of the town lots as herein provided.

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

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

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

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

All contracts made by the national agents of the Choctaw and Chickasaw nations for operating coal and asphalt with any person or corporation which were, on April twenty-third, eighteen hundred and ninety-seven, being operated in good



faith, are hereby ratified and confirmed, and the lessee shall have the right to renew the same when they expire, subject to all the provisions of this act.

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

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

All lessees shall pay on each coal or asphalt claim at the rate of one hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years; and five hundred dollars for each succeeding year thereafter. All such payments shall be treated as advanced royalty on the mine or claim on which they are made, and shall be a credit as royalty when each said mine is developed and operated and its production is in excess of such guaranteed annual advance payments; and all persons having coal leases must pay said annual advanced payments on each claim whether developed or undeveloped: *Provided, however*, That should any lessee neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable on any lease, the lease on which default is made shall become null and void, and the royalties paid in advance thereon shall then become and be the money and property of the Choctaw and Chickasaw nations.

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

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

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

And sections sixteen hundred and thirty-six to sixteen hundred and forty-four, inclusive, entitled "Embezzlement," and sections seventeen hundred and eleven to seventeen hundred and eighteen, inclusive, entitled "Bribery and embracery," of Mansfield's Digest of the Laws of Arkansas, are hereby extended over and put in force in the Choctaw and Chickasaw nations; and the word "officer," where the same appears in said laws, shall include all officers of the Choctaw and Chickasaw governments; and the fifteenth section of the act of Congress entitled "An act to

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

It is further agreed that no act, ordinance, or resolution of the council of either the Choctaw or Chickasaw tribes, in any manner affecting the land of the tribe, or of the individuals, after allotment, or the moneys or other property of the tribe or citizens thereof (except appropriations for the regular and necessary expenses of the government of the respective tribes), or the rights of any persons to employ any kind of labor, or the rights of any persons who have taken or may take the oath of allegiance to the United States, shall be of any validity until approved by the President of the United States. When such acts, ordinances, or resolutions passed by the council of either of said tribes shall be approved by the governor thereof, then it shall be the duty of the national secretary of said tribe to forward them to the President of the United States, duly certified and sealed, who shall, within thirty days after their reception, approve or disapprove the same. Said acts, ordinances, or resolutions, when so approved, shall be published in at least two newspapers having a bona fide circulation in the tribe to be affected thereby, and when disapproved shall be returned to the tribe enacting the same.

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

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

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

For arrears of interest, at five per centum per annum, from December thirty-first, eighteen hundred and forty, to June thirtieth, eighteen hundred and eighty-nine, on one hundred and eighty-four thousand one hundred and forty-three dollars and nine cents of the trust fund of the Chickasaw Nation erroneously dropped from the books of the United States prior to December thirty-first, eighteen hundred and forty, and restored December twenty-seventh, eighteen hundred and eighty-seven, by the award of the Secretary of the Interior, under the fourth article of the treaty of June twenty-second, eighteen hundred and fifty-two, and for arrears of interest, at five per centum per annum, from March eleventh, eighteen hundred and fifty, to March third, eighteen hundred and ninety, on fifty-six thousand and twenty-one dollars and forty-nine cents of the trust fund of the Chickasaw Nation erroneously dropped from the books of the United States March eleventh, eighteen hundred and fifty,

and restored December twenty-seventh, eighteen hundred and eighty-seven, by the award of the Secretary of the Interior, under the fourth article of the treaty of June twenty-second, eighteen hundred and fifty-two, five hundred and fifty-eight thousand five hundred and twenty dollars and fifty-four cents, to be placed to the credit of the Chickasaw Nation with the fund to which it properly belongs: *Provided*, That if there be any attorneys' fees to be paid out of same, on contract heretofore made and duly approved by the Secretary of the Interior, the same is authorized to be paid by him.

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

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

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

#### ORPHAN LANDS.

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

In witness whereof the said commissioners do hereunto affix their names, at 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 appraisal, 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 appraisal 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 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.

#### 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,  
TAMM BIXBY,  
FRANK C. ARMSTRONG,  
ARCHIBALD S. MCKENNON,  
THOMAS B. NEEDLES,

*Commission to the Five Civilized Tribes.*

ALLISON L. AYLESWORTH,  
*Secretary.*

JOHN F. BROWN,  
OKCHAN HARJO,  
WILLIAM CULLY,  
K. N. KINKEHEE,  
THOMAS WEST,  
THOMAS FACTOR,  
*Seminole Commission.*

A. J. BROWN,  
*Secretary.*

Therefore,

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the same be, and is hereby, ratified and confirmed, and all laws and parts of laws inconsistent therewith are hereby repealed.*

Approved, July 1, 1898.

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.*

[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 juris-

diction 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 princi-

pal 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.

[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.<sup>a</sup>

*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

<sup>a</sup>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-wal-le-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.<sup>a</sup>

*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

<sup>a</sup>This 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 "allotable lands" or "lands allotable" 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 allotable 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 allotable 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 allotable 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 "arrear 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.<sup>a</sup>

*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.

<sup>a</sup>This 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 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, 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 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 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.

[Act of April 21, 1904. (33 Stat. L., 189.)]

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 five, 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 sums be, and they are hereby, appropriated, out of any money in the Treasury not otherwise appropriated, for the purpose of paying the current and contingent expenses of the Indian Department, and in full compensation for all offices the salaries for which are specially provided for herein, for the service of the fiscal year ending June thirtieth, nineteen hundred and five, and for fulfilling treaty stipulations with various Indian tribes, namely:

\* \* \* \* \*

To pay such contingent expenses of the Choctaw and Chickasaw citizenship court and such of its officers as the Secretary of the Interior may deem proper, and for rental of quarters, five thousand dollars, to be immediately available. And the unexpended balance of the appropriation for contingent expenses, as provided in the act of July first, nineteen hundred and two, of five thousand dollars remaining on the books of the Interior Department December thirty-first, nineteen hundred and three, amounting to one thousand one hundred and thirty-six dollars and twenty-five cents, to the credit of the Choctaw and Chickasaw citizenship court, is hereby reappropriated for the necessary expenses of the said court until December thirty-first, nineteen hundred and four.

For one stenographer to each of the three judges of the Choctaw and Chickasaw citizenship court, appointed by them, respectively, at one hundred dollars per month each from March third to June thirtieth, nineteen hundred and three, one thousand one hundred and eighty dollars and sixty-five cents; 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; in all, two thousand six hundred and eighty dollars and sixty-five cents, to be immediately available.

\* \* \* \* \*

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, and said Commission shall conclude its work and terminate on or before the first day of July, nineteen hundred and five, and said Commission shall cease to exist on July first, nineteen hundred and five: *Provided*, That said Commission shall exercise all the powers heretofore conferred upon it by Congress: *And provided further*, That the Secretary of the Interior is hereby granted authority to sell at public sale in tracts not exceeding one hundred and sixty acres to any one purchaser, under rules and regulations to be made by the Secretary of the Interior, the residue of land in the Creek Nation belonging to the Creek tribe of Indians consisting of about five hundred thousand acres, and being the residue of lands left over after allotments of one hundred and sixty acres to each of said tribe. And all the restrictions upon the alienation of lands of all allottees of either of the Five Civilized Tribes of Indians who are not of Indian blood, except minors, are, except as to homesteads, hereby removed, and all restrictions upon the alienation of all other allottees of said tribes, except minors, and except as to homesteads, may, with the approval of the Secretary of the Interior, be removed under such rules and regulations as the Secretary of the Interior may prescribe, upon application to the United States Indian agent at the Union Agency in charge of the Five Civilized Tribes, if said agent is satisfied upon a full investigation of each individual case that such removal of restrictions is

for the best interest of said allottee. The finding of the United States Indian agent and the approval of the Secretary of the Interior shall be in writing and shall be recorded in the same manner as patents for lands are recorded.

Expenses of Commissioners and necessary expenses of employees; for clerical help, including secretary of the Commission and interpreters, two hundred and forty-two thousand two hundred and ninety-five dollars; contingent expenses of the Commission, three 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 sixty-five thousand two hundred and ninety-five dollars.

That no proceedings heretofore had with respect to allotments in the Cherokee Nation shall be held invalid on the ground that they were had before there was authority to begin the work of allotment in said nation: *Provided*, That nothing herein shall be construed as validating any filings heretofore made on lands segregated for the Delaware Indians.

To complete the town site appraisement and surveys in the Indian Territory under the provisions of the act of June twenty-eighth, eighteen hundred and ninety-eight, twenty-five thousand dollars: *Provided*, That said work shall be completed on or before July first, nineteen hundred and five.

To carry out the provisions of section ten of the supplemental agreements with the Creek Nation, as ratified by the act of June thirtieth, nineteen hundred and two, and section thirty-seven of the Cherokee agreements as ratified by the act of July first, nineteen hundred and two, ten thousand dollars.

For the purpose of placing allottees in the Indian Territory in possession of their allotments, to be expended under the direction of the Secretary of the Interior, thirty thousand dollars: *Provided*, That no portion of the money herein appropriated for the Indian Territory shall be paid to any person in the service of the United States until such person shall make oath that he has no financial interest with any person or corporation dealing in Indian lands in the Indian Territory.

That the Delaware-Cherokee citizens who have made improvements, or are in rightful possession of such improvements, in the Cherokee Nation at the time of the passage of this act shall have the right to first select from said improved lands their allotments, and thereafter, for a period of six months, shall have the right to sell the improvements upon their surplus holdings of lands to other citizens of the Cherokee Nation entitled to select allotments at a valuation to be approved by an official to be designated by the President for that purpose; and the vendor shall have a lien upon the rents and profits of the land on which the improvements are located for the purchase money remaining unpaid; and the vendor shall have the right to enforce such lien in any court of competent jurisdiction. The vendor may, however, elect to take and retain the possession of the land at a fair cash rental, to be approved by the official so as aforesaid designated, until such rental shall be sufficient to satisfy the unpaid purchase price, and when the purchase price is fully paid he shall forthwith deliver possession of the land to the purchaser: *Provided, however*, That any crops then growing on the land shall be and remain the property of the vendor, and he may have access to the land so long as may be necessary to cultivate and gather such growing crops. Any such purchaser shall, without unreasonable delay, apply to select as an allotment the land upon which the improvements purchased by him are located, and shall submit with his application satisfactory proof that he has in good faith purchased such improvements.

\* \* \* \* \*

That the Secretary of the Interior be, and he is hereby, authorized and directed, upon the sale of lands in Indian Territory covered by coal and asphalt leases, to sell such lands subject to the right of the lessee to use so much of the surface as may be needed for coke ovens, miners' houses, store and supply buildings, and such other structures as are generally used in the production and shipment of coal and coke. Lessees may use the tipples and underground workings located on any lease in the production of coal and coke from adjoining leases, and are hereby authorized to surrender leased premises to the owner thereof on giving sixty days' notice in writing to such owner and paying all charges and royalties due to the date of surrender: *Provided, however*, That nothing herein contained shall release the lessee from the payment of the stipulated royalty so long as such lessee remains in possession of any of the surface of the lands included in his lease for any purpose whatever: *And provided*, That

any lessee may remove or dispose of any machinery, tools, or equipment the lessee may have upon the leased lands.

\* \* \* \* \*

That the act 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 first, eighteen hundred and ninety, be, and the same is hereby, amended so as to confer upon the Court of Claims the same jurisdiction to determine the claims and rights of those alleged citizens of the Cherokee Nation known as intermarried whites as is therein conferred upon said court relative to the rights and claims of the Shawnee and Delaware Indians and the freedmen of said Cherokee Nation, and said case shall be advanced on the calendar of said Court of Claims and the calendar of the Supreme Court, if the same is appealed. Said court in said judgment shall fix the amount due the attorney or attorneys of record for their legal services, not exceeding the amount stipulated by the contracts between said claimants and said attorneys, and shall in said judgment direct that the accounting officers of the United States shall deduct from the amount due each claimant the attorney fee allowed in said judgment and pay the same directly to said attorneys and shall pay the balance to the claimants.

That the claim of J. Hale Sypher against the Choctaw Nation, for legal and professional services rendered by him to said nation, under an agreement made and entered into between the legally authorized commissioners of said nation and said Sypher on the seventh day of November, eighteen hundred and ninety-one, is hereby referred to the Court of Claims for adjudication; and jurisdiction is hereby conferred upon said court to hear and determine said claim upon the principles of a quantum meruit and without regard to the provisions and requirements of section twenty-one hundred and three of the Revised Statutes; and the said court shall ascertain and determine the character, extent, and value of the services rendered by said Sypher to said nation under said agreement; and the court, having ascertained and determined the amount justly and equitably due and payable from said nation to said Sypher for services rendered by him under said agreement, shall report their findings to the next session of Congress.

All unleased lands which are by section fifty-nine of an act entitled "An act to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes," approved July first, nineteen hundred and two, directed to "be sold at public auction for cash," and all other unleased lands and deposits of like character in said nations segregated under any act of Congress, shall, instead, be sold under direction of the Secretary of the Interior in tracts not exceeding nine hundred and sixty acres to each person, after due advertisement, upon sealed proposals, under regulations to be prescribed by the Secretary of the Interior and approved by the President, with authority to reject any or all proposals: *Provided*, That the President shall appoint a commission of three persons, one on the recommendation of the principal chief of the Choctaw Nation, who shall be a Choctaw by blood, and one upon the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw by blood, which commission shall have a right to be present at the time of the opening of bids and be heard in relation to the acceptance or rejection thereof.

All expenses, inclusive of necessary clerical help in the Department of the Interior, connected with and incident to such sale shall be paid from the funds of the Choctaw and Chickasaw tribes on deposit in the Treasury of the United States: *Provided*, That all leased lands shall be withheld from sale until the further direction of Congress.

[Act of April 28, 1904 (33 Stat. L., 573).]

AN ACT to provide for additional United States judges 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 there shall be appointed by the President, by and with the advice and consent of the Senate, four additional judges of the United States court in the Indian Territory, one for the northern district, one for the western district, one for the central district, and one for the southern district. And said judges shall have all the authority and exercise all

the powers, perform like duties, and receive the same salary as other judges of said court, and shall each serve for a term of four years from date of appointment, ~~unless said offices are sooner abolished by law.~~ Neither the additional judges, nor their successors in office, shall be members of the court of appeals for the Indian Territory, but they shall hold such courts, in their respective districts, as may be directed by the court of appeals of the Indian Territory, or majority of the judges thereof in vacation: *Provided*, That none of said judges shall have power to appoint clerks of courts, United States commissioners, or United States constables in said districts, and hereafter at least three terms of court shall be held in each year, at each place of holding court in the Indian Territory, the times to be fixed in the manner now provided by law.

SEC. 2. All the laws of Arkansas heretofore put in force in the Indian Territory are hereby continued and extended in their operation, so as to embrace all persons and estates in said Territory, whether Indian, freedmen, or otherwise, and full and complete jurisdiction is hereby conferred upon the district courts in said Territory in the settlements of all estates of decedents, the guardianships of minors and incompetents, whether Indians, freedmen, or otherwise. That the sum of twenty thousand dollars is hereby appropriated, out of any money in the Treasury not otherwise appropriated, for the payment of salaries of the judges hereby authorized, the same to be immediately available.

Approved, April 28, 1904.

[Act of April 28, 1904 (33 Stat. L., 544).]

AN ACT to authorize the Secretary of the Interior to add to the segregation of coal and asphalt lands in the Choctaw and Chickasaw nations, 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 the Secretary of the Interior is hereby authorized and empowered to segregate and reserve from allotment, and to cancel any filings or applications that may heretofore have been made with a view to allotting the following-described lands, situate in the Choctaw Nation, to wit: The north half of the south half of the southeast quarter, and the northeast quarter of the southeast quarter of the southwest quarter of section nine; the north half of the south half of the south half of section ten; the north half of the south half of the south half of section eleven, and the north half of the south half of the southwest quarter of section twelve, all in township five north, range nineteen east, containing two hundred and fifty acres, more or less; and the northwest quarter of the southwest quarter of section eight, township five north, range nineteen east, and the southwest quarter of the northeast quarter of section seven, township five north, range nineteen east, containing eighty acres, more or less.

SEC. 2. That the provisions of sections fifty-six to sixty-three, inclusive, of the act of Congress approved July first, nineteen hundred and two, entitled "An act to ratify and confirm an agreement with the Choctaw and Chickasaw tribes, and for other purposes," be, and the same are hereby, made applicable to the lands above described, the same as if the said described lands had been made a part of the segregation, as contemplated by said sections fifty-six to sixty-three, inclusive, of said above act approved July first, nineteen hundred and two: *Provided*, That the Secretary of the Interior may, in his discretion, add said lands to and make them a part of the coal and asphalt mining leases now in effect, and to which said lands above described are contiguous, the lands in each case to be added to and made a part of the lease to which they are adjacent and which they join, Government subdivisions being followed as nearly as possible: *Provided further*, That the holder or holders of the lease or leases to which such lands shall be added shall, before the same are added, pay the Indian or Indians who have filed upon or applied for such lands as their allotments, or who are in possession thereof, the value of the improvements placed on the land by said Indian or Indians, such value to be determined under the direction of the Secretary of the Interior: *And provided further*, That said lands shall be sold as other leased coal and asphalt lands in the Choctaw and Chickasaw nations in the Indian Territory are sold.

SEC. 3. That the Choctaw, Oklahoma and Gulf Railroad Company is hereby authorized and empowered to sublet, assign, transfer; and set over the leases which it now has upon coal lands in Choctaw Nation, Indian Territory, or any of them. The assignees or sublessees of said Choctaw, Oklahoma and Gulf Railroad Company shall file good and sufficient bonds for the faithful performance of the terms of the original leases, to be approved by the Secretary of the Interior.

Approved, April 28, 1904.



## 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.

OPINIONS OF CITIZENSHIP COURT, ENROLLMENT OF CHOCTAWS AND CHICKASAWS.

THOMAS BRINNON  
v.  
CHOCTAW AND CHICKASAW NATIONS. }

#### STATEMENT OF CASE AND OPINION BY ADAMS, CHIEF JUDGE.

The facts in this case are uncontroverted and are as follows :

The applicant is a white man by blood; is now a resident of the Choctaw Nation in the Indian Territory, and has been continuously for the past twenty-two years. In the year 1885 this applicant married in the Choctaw Nation, Indian Territory, according to the tribal laws of said nation, Mary Jones, a widow, whose maiden name was Mary Jefferson, a Choctaw woman by blood, who, previous to this marriage, had married a white man named Jones, who had died prior to her marriage to this applicant. Applicant lived with the said Mary Jones as his wife for about two years when she left applicant without cause and refused to live with him thereafter as his wife. The applicant instituted proceedings against her, sometime after she left his domicile, seeking a divorce in the Choctaw courts of said nation, alleging as a cause for having the marriage between them annulled, adultery on the part of his wife. These facts were proven to the satisfaction of the court, and the applicant obtained a decree annulling said marriage. The wife had died, however, prior to the granting of such decree, but the fact was unknown at the time to the applicant or the court. After obtaining said decree, to wit, in the year 1890, applicant married Nancy Frazier, a white woman by blood.

#### OPINION.

This applicant claims that he is entitled to a judgment by this court admitting him to citizenship by reason of his marriage to Mary Jones, a full-blood Choctaw woman, said marriage being in accordance with the provisions of article 38 of the treaty of 1866. The applicant further contends that certain rights became vested in him upon his marriage to Mary Jones, a full-blood recognized Choctaw Indian woman and his residing in the Choctaw Nation. The nations, who are the defendants in this case, contend, however, that if the applicant ever had any rights under article 38 of the treaty of 1866—which they do not concede, however—he has forfeited such rights by reason of his subsequent marriage to Nancy Frazier, a white woman by blood, and cite in support of this contention an act of the Choctaw council approved November 9, 1875, which is as follows :

Should any man or woman, a citizen of the United States or of any foreign country, become a citizen of the Choctaw Nation by intermarriage as herein provided and be left a widow or widower, he or she shall continue to enjoy the rights of citizenship unless he or she shall marry a white man or woman or person, as the case may be, having no rights of Choctaw citizenship by blood. In that case all his or her rights acquired under the provisions of this act shall cease. (Durant's Digest, 226.)

To determine whether or not the applicant has forfeited his rights, which he acquired under article 38 of the treaty of 1866 by virtue of his marriage with Mary Jones, a Choctaw woman by blood, by reason of his subsequent marriage to Nancy Frazier, a white woman by blood, it became necessary to construe that article of the treaty, which is as follows :

ARTICLE 38. Every white person who, having married a Choctaw or Chickasaw, resides in the said Choctaw or Chickasaw Nation, or who has been adopted by the legislative authorities, is to be deemed a member of said Nation and shall be subject to the laws of the Choctaw and Chickasaw nations, according to his domicile, and to prosecution and trial before their tribunals and to punishment according to their laws in all respects as though he was a native Choctaw or Chickasaw.

It will be seen by reference to this article that two things were necessary to be done by a white person in order to become a member of the Choctaw Nation by intermarriage: First, he or she was required to marry a Choctaw or Chickasaw Indian; second, he or she shall reside in the Choctaw or Chickasaw nations.

The proof shows conclusively, and, in fact, it is admitted, that applicant in this case married a full-blood Choctaw Indian woman according to the Choctaw intermarriage laws. It is further admitted that this applicant, Thomas Brinson, has been a resident of the Choctaw Nation continuously for twenty-two years, covering the period of his marriage to the Indian woman. Then he has done what article 38 required him to do in order to become a member of said nation. That question being settled, we will next determine whether he has forfeited his rights or has committed such an act as will exclude him as a member of said Choctaw Nation by reason of his second marriage to Nancy Frazier, a white woman by blood. And this leads us to consider the act of the Choctaw council above set out. This act provides, as will be seen by reference to same, that if the applicant marries a white woman who has no Indian blood then and in that case he ceases to be a citizen of the nation. The treaty of 1866 provided that the applicant should be a member of the Choctaw Nation upon his complying with the treaty by marrying a Choctaw or Chickasaw Indian and residing in either the Choctaw or Chickasaw nation. If the act of council, as above referred to and set out, was an attempt to withdraw from the applicant that right which had been conferred by the treaty, which is paramount to an act of the Choctaw council, of course the council would have no such right. What rights did the applicant acquire, under the treaty of 1866, by reason of his marriage to a Choctaw Indian and his residence in the Choctaw Nation? Did a membership in the tribe simply mean a right on the part of the Choctaw Nation to try the applicant in its courts and subject him to the pains and penalties of its laws without bestowing upon him any further rights that the real Indian had by reason of his membership in the tribe? We hardly think those who made the treaty intended to impose these requirements upon those admitted as members of this tribe by intermarriage without also bestowing upon them some other benefits guaranteed to the real Indian. When a white man married an Indian woman and became a member of a tribe of Indians he forsook his own people, became isolated from his own race, and became an Indian for many intents and purposes. Then why should he be deprived of all those rights other members of the tribe were entitled to enjoy?

It is our opinion that when the applicant complied with article 38 of the treaty by marrying an Indian woman by blood, according to the laws of that nation and has resided in the Territory continuously since that time, he became vested with certain personal rights, which rights he could not be divested of by a subsequent act of the Choctaw council.

We are, therefore, of the opinion that this applicant is entitled to citizenship in the Choctaw Nation and is, therefore, entitled to a judgment by this court admitting him as such, and a judgment will be entered accordingly.

SPENCER B. ADAMS, *Chief Judge.*

WALTER L. WEAVER, *Associate Judge.*

HENRY S. FOOTE, *Associate Judge.*

In the Choctaw and Chickasaw citizenship court, sitting at South McAlester, in the central district of the Indian Territory, in the Choctaw Nation.

LULA B. TRAHERN, ALIAS LULA E. TRAHERN, APPELLANT,  
v.  
THE CHOCTAW AND CHICKASAW NATIONS, APPELLEES. } No. 40.

The treaty of 1866 with the Choctaw and Chickasaw nations provided, in section 38 thereof, that—

Every white person who, having married a Choctaw or Chickasaw, resides in the said Choctaw or Chickasaw Nation, etc., \* \* \* is to be deemed a member of said nation, \* \* \*

As has heretofore been declared in cases decided in this court, to entitle a white person to be deemed a member of said nation or nations, the white person must have married a Choctaw or Chickasaw and must reside in the Choctaw or Chickasaw Nation after said marriage.

That is to say, a valid marriage to a Choctaw or Chickasaw must be followed by a residence in one of said nations, as the case may be.

A male Choctaw, under the laws and regulations of said nation, can contract a marriage which is legal outside said nation and under the laws of any other State and then, bringing his white wife to reside in said nation of which he is a member and she afterwards there resides as his wife, she is to be deemed a member of said nation.

Two things must concur. The valid marriage must take place by a male member of the tribe or nation to a white woman, and she must live and reside with her husband in said nation in which he resides.

The question involved in this case is whether a Choctaw man by blood, married in Mississippi before he has been enrolled as a Choctaw by blood in the Choctaw Nation, Indian Territory, can, by removing and living in the Choctaw Nation with his wife so married, convert her, so to speak, without remarrying her into a member of said tribe? That is to say, does the marriage, valid in all respects as such and followed by residence, entitle the white woman to membership in the nation of her husband from the time of her husband's enrollment as a Choctaw by blood (under the existing laws and treaties) by the Commission to the Five Civilized Tribes and the approval thereof by the Secretary of the Interior?

I think that these things are sufficient, under section 38 of the treaty of 1866.

There is, of course, a vast difference between the status of a white man marrying a Choctaw or Chickasaw woman and a white woman marrying a Choctaw or Chickasaw man.

The white man must marry in the nation he wishes to become a member of by intermarriage, according to its laws and regulations, and reside therein thereafter and remain with his wife. A white woman can be validly married to a Choctaw man in any jurisdiction outside the nation, and by then residing in said nation in the marital state with her Choctaw husband be deemed from such marriage and residence a member of that nation.

I can not see how a marriage, valid before her husband, a Choctaw by blood, became identified and entitled to enrollment in the respective nation, and valid thereafter, and followed by her residence continuously after his recognition and identification, does not entitle the white wife to be deemed a member of the nation of which her husband is a member.

This conclusion, it seems to me, is according to the letter and spirit of section 38 of the treaty of 1866, and in accordance with the laws and regulations of the Choctaw Nation.

Such a state of facts and conditions brings about what the treaty intended, to wit: A valid marriage (and insuring the legitimacy of the offspring, if any, of such marriage) and residence in the nation as a member thereof, which are the two essential things the said treaty seeks to effectuate.

I think that the appellant here, Lula B. Trahern, sometimes called Lula E. Trahern, should be declared entitled to intermarriage citizenship in the Choctaw Nation and all rights accruing therefrom, and it is so ordered.

HENRY S. FOOTE, *Associate Judge.*

We concur.

SPENCER B. ADAMS, *Chief Judge.*

WALTER L. WEAVER, *Associate Judge.*

In the Choctaw and Chickasaw citizenship court, sitting at South McAlester, Indian Territory, March term, 1904.

B. F. THOMPSON	} No. 38.
v.	
CHOCTAW AND CHICKASAW NATIONS.	

#### STATEMENT OF FACTS AND OPINION BY ADAMS, CHIEF JUDGE.

On the 27th day of August, 1896, the plaintiff, B. F. Thompson, filed a petition with the Commission to the Five Civilized Tribes, in which he alleged that he was an intermarried white citizen of the Choctaw Nation and a resident thereof; that on the 11th day of November, 1888, in the county of Skullyville, Choctaw Nation, Indian Territory, the petitioner was legally and lawfully married to Nannie Womack, a Choctaw Indian woman by blood, who was at that time duly enrolled on the authenticated rolls of the Choctaw Nation and recognized by the authorities thereof, etc.

On the 2d day of December, 1896, the Commission to the Five Civilized Tribes passed upon the petition of plaintiff and declared that the said B. F. Thompson

was entitled to citizenship and enrollment as an intermarried citizen, in accordance with said petition.

An appeal was taken by the Choctaw Nation from this finding of the Commission to the United States court for the central district of the Indian Territory, where the case came on for trial on the 1st day of June, 1898, before his honor, W. M. Springer (the resident judge seemed to be disqualified for some reason), when the said court held that B. F. Thompson was a citizen of the Choctaw Nation and entitled to be enrolled as such.

After the decision of this court in the case of Choctaw and Chickasaw Nations v. J. T. Riddle et al., known as the "Test suit," the plaintiff filed a petition here and asked that his rights be adjudicated by this court, where, on June 17, 1903, the case came on to be heard, and the following proceedings were had:

B. F. Thompson, the plaintiff, is introduced as a witness in his own behalf, and says that he resides at Bochetta, Skullyville County, Choctaw Nation, Indian Territory; that he has resided in said nation and Territory continuously for the past sixteen years; that he is the same B. F. Thompson who applied to the Dawes Commission in 1896 for enrollment as an intermarried citizen; that said Commission admitted him, and the nation appealed the case, and he was enrolled by the court (meaning that he was adjudged to be entitled to enrollment). Witness further says that he married Nancy Womack in Skullyville County in 1888; that the marriage ceremony was performed by Judge Kribbs, a Choctaw Indian, who was judge of the Choctaw court; that he filed a petition signed by ten persons, Choctaw citizens, asking for a license, which was granted according to the Choctaw laws, and that he paid therefor \$110.

Plaintiff then offers in evidence the original petition of John Taylor and nine other persons, addressed to N. F. Kribbs, county judge of Skullyville County, Choctaw Nation, Indian Territory, in which the petitioners ask that a license be granted to this plaintiff to marry a Choctaw woman.

Plaintiff then introduces in evidence a license issued by N. F. Kribbs, county judge, Skullyville County, Choctaw Nation, which bears date the 10th day of March, 1888, which license authorizes the marriage of the plaintiff to Mrs. Nancy Womack, a recognized citizen of the Choctaw Nation. On the back of said license is a certificate of the said N. F. Kribbs, as judge aforesaid, in which he certifies that he joined in matrimony the persons named in the license, on the 11th day of March, 1888.

(These papers show that they are recorded on page 918 of the Record Book, volume 1, in the office of the circuit clerk, first judicial district, Choctaw Nation.)

The examination of the plaintiff, B. F. Thompson, is then resumed, and witness says that he had two children by this marriage, Minnie and Bessie; that these children have been enrolled as Choctaw Indians; that his wife, Nancy, was enrolled and recognized when they married, on the 11th day of March, 1888. Witness further says that he was a resident of the Choctaw Nation, Indian Territory, at the time of said marriage, and that he has continuously resided here since that time. Witness further says that he lived with this woman, Nancy, for seven years, but that he is not now living with her; that while he lived with her he treated her right; that he observed his marriage vows, and in all respects conducted himself as a husband should toward his wife. Witness says the first time he and Nancy separated they lived up on the hills about 11 miles from the bottoms; that he got in debt \$1,600 and told his wife that he would not make any more improvements about the place until he got out of debt; that his wife, Nancy, told him that if that was the case she did not want to have anything more to do with him; that she moved to the bottoms and took charge of the bottom place. Witness says that when he took charge of the bottom place there were thirty-five acres cleared, and that there were three hundred acres cleared in that place when the separation occurred; that when Nancy left him it was in the spring of the year, and that some time thereafter they agreed to fix the matter up and he moved to the bottoms with Nancy; that the next spring after that Nancy got so bad he could not stay with her any longer, and he then moved back to the home place. Witness says that Nancy left him at the home place where he had been residing; that when they separated he gave Nancy \$25 per month to take care of their little children. Witness says that a divorce was obtained and that Nancy then married a man named Nichols; that she and Nichols lived together and made a crop, and she then run Nichols off; that Nancy got a divorce from Nichols and married another fellow by the name of Joe Coley.

Upon cross-examination witness says that after he and Nancy had been sepa-

rated for about a year and a half she sued witness for a divorce and obtained same in the Choctaw courts; that he does not know what she alleged as grounds for divorce; that he was not notified. Witness says that about six years ago he married Becky Gilberry, a white woman.

Plaintiff then introduces a certificate from the Commission to the Five Civilized Tribes showing the enrollment of Nancy Croley, formerly Nichols, daughter of Neal and Orpie McFarland.

The case is then continued until January 27, 1904, for the defendants to introduce their testimony. The case came on again to be heard on that date and was continued until February 1, 1904, for the nations, and on that date was again continued until February 4, 1904, for the nations, at which time defendants introduced as a witness Nancy Croley, who says she resides at Atles, Chickasaw Nation; that she is a Choctaw citizen by blood; that she married B. F. Thompson, applicant in this case, on the 11th day of March, 1888, and they lived together as husband and wife for about six years. Witness says that the plaintiff, she guesses, got tired of living with her; that he went to dances and sported about with other women until she got tired of it, and asked him to stay at home, which he refused to do; that Thompson told her he had his rights and that was all he wanted; that she begged Thompson to stay at home and live like a man. When this witness is asked by the attorney for the nations if she knows as a fact that the plaintiff was running about after other women she failed or refused to answer the question. Witness then says she got a divorce from the plaintiff, and the court declared that she should have the two children, Minnie and Bessie; that she kept the children until the next March, and then Thompson took them away from her; that Thompson came to her and asked her to let the older child stay with him a few days, and then he came and took the other one and told witness if anybody came to get them he would kill them. Witness says she obtained a divorce from plaintiff in May and he married the following July.

On cross-examination, witness says her maiden name was McFarland; that she first married Bill Womack and he died; that she then married B. F. Thompson, the plaintiff, secured a divorce from him and then married a man by the name of Nichols; that she lived with Nichols nine months and then procured a divorce from him; that she next married a man named Croley, who is now in Colorado. Witness says that Nichols was worthless and wanted to spend her property; that Thompson had spent \$10,000 of her money; and that Nichols left and went to Oklahoma. Witness further says that she got the children in the decree of divorce; that she lived with Croley, her last husband, six months, and he went to Colorado; that Croley would do nothing but drink and gamble. Witness further says that Thompson did not come and take the children from her until she married Nichols. That she gave all her husband's money to leave on, except Thompson; that she tried to get Thompson to stay, because she had two children by him. Witness says that Thompson married a woman by the name of Gilberry, and then insinuated that Thompson was too intimate with her before he married her, but finally admitted that they were respectable people, as far as she knew. Witness further says that both her children are now with Thompson; that she and Thompson were recently subpoenaed to go before the Commission to the Five Civilized Tribes for the Commission to ascertain which one of them should allot land for the two children; that they went to Atoka on the same train, the two children being on the train also; that she spoke to her little daughter, Bessie, and that Thompson motioned for witness to go back and sit down. Witness says that the children told the Commission that they desired their father to choose the land for them.

The case is then continued until February 23, 1904, for the plaintiff to offer rebuttal testimony, on which date B. F. Thompson, the plaintiff, is recalled, and says that either on the 27th or 28th of last month witness went to Atoka to appear before the Dawes Commission; that in going to Atoka with his children, his former wife, who is now Nancy Croley, boarded the train at Crowder City; that she took a seat immediately in front of the children, near the center of the car, and this witness had a seat in the rear of the car; that at no time during the trip, either on the train or after they reached Atoka, or at any other time or place, has he ever refused to allow his children to speak to their mother. Witness says it is not true that he waived his hand to his daughter to sit down, as testified to by Nancy; that if Nancy spoke to the children on the trip he does not know it; that he has never refused to allow his children to speak to their mother, but has always told them to speak to her and treat her right; that he has never forbidden her to come to his house to see the children; that the chil-

dren and their mother meet often and talk. That the Commission to the Five Civilized Tribes told witness to qualify as guardian for his children and come back and select their land. Witness further says that it is not true that he ran about after other women while living with Nancy, as testified to by her. Witness further says that the first trouble that he and Nancy had was like this: That he and her married, and when they married they went to the bottoms; that at that time he had six head of good horses, six head of mules, and eight head of cattle, and that Nancy had about thirty-five acres of cleared land and 390 acres uncleared; that he cleared up a farm for Nancy's son by a former marriage, and and one for Ida Maxwell, who was Nancy's daughter, and one for Lee Maxwell, Nancy's son-in-law, and he then cleared one for himself that was 113 acres; and that fall after clearing up his land he was \$1,600 in debt to Rayborn Brothers; that he told his wife Nancy that he was not going to clear any more that winter; that he desired to get out of debt; that there was nothing more said about it until a man by the name of Long came to witness and said that witness's wife Nancy wanted him to clear fifty acres, but that he would not clear it unless witness would pay him for it, and that witness told Long he would not pay for it until he had paid for the farm; and that after that his wife Nancy said that if witness could not put in more land she would not have any further use for him; that this was about a year and a half before she applied to the court and received a divorce. Witness further says that after he and Nancy separated that he and Nancy's son-in-law and her daughter take care of the two children; that he gave them \$25 per month to take care of the children, and furnished Maxwell and his wife a house to live in; that Maxwell and his wife kept the children for about three months after the divorce was obtained, and then witness moved down into the house where Maxwell lived, and took charge of the children and has had them ever since; that when he first took the children Nancy did not object, but said that she did not want them. Witness says that in the decree of divorce she was awarded the custody of the children and he was awarded one-half of the farm in the bottom; that she took charge of the farm and that he has never gotten a cent for it; and that she refused to take the children; that she refused after the separation to provide the children with any kind of clothes, and that witness boarded them, clothed them, and schooled them. Witness further says that he did not want the children simply because they had rights in the Choctaw Nation; that he would have taken them if they did not have a right to a foot of land. Witness further says that the children have visited their mother often, and always returned to his house on their own accord and that Nancy, his former wife, has been to his house on several occasions to see the children.

This is the evidence in the case. It is admitted that B. F. Tompson, who is a white man, married Nancy Womack, who is a Choctaw Indian by blood, on the 11th day of March, 1888, according to the Choctaw intermarriage laws existing at that time, and that they lived together for several years as man and wife, but the nations contend that the plaintiff abandoned his wife Nancy and refused to live with her, and thereby forfeited whatever rights he may have acquired by reason of said marriage.

I do not think the evidence is sufficient to warrant the court in finding as a fact that he did in fact abandon his wife, if such an abandonment would work a forfeiture of his acquired rights, which I do not intend to intimate.

Taking the testimony as set out in the record, and also the appearance and conduct of the witnesses on the stand, I do not think the separation was entirely the fault of the plaintiff. This woman Nancy, according to her own testimony, has been married several times, and the plaintiff seems to have lived with her longer than any of her other husbands were able to.

I am of the opinion that the applicant, B. F. Tompson, is entitled to citizenship and enrollment in the Choctaw Nation as an intermarried citizen.

A judgment will be entered by this court accordingly.

SPENCER B. ADAMS, *Chief Judge.*

We concur.

WALTER L. WEAVER, *Associate Judge.*

HENRY S. FOOTE, *Associate Judge.*



## APPENDIX No. 4.

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

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

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

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

### Court of Claims.

MOSES WHITMIRE, trustee for the freedmen of the Cherokee Nation, v. THE CHEROKEE NATION AND THE UNITED STATES. No. 17209.

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

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

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

It further appearing to the court that under and by virtue of an act entitled "An act making appropriations for current and contingent expenses, and for fulfilling treaty stipulations with Indian tribes for the fiscal year ending June 30, 1894," approved March 3, 1893, it was provided for the payment to the Cherokee Nation of the sum of \$8,595,736, the same to be in full consideration of all the right, title, interest, and claim which said nation might have in the lands lying west of 96° west longitude, commonly known as the Cherokee Outlet; and it further appearing that of the said sum, \$8,595,736, the sum of \$295,756 was appropriated by said act out of the Treasury of the United States and made immediately available, and that the balance thereof, to wit, \$8,300,000, was made payable in five annual installments, the first to be payable on the 4th day of March, 1895, and all deferred payments to bear interest at the rate of 4 per centum per annum, and that a sufficient amount of the money provided in said act should be paid for the purchase of said Cherokee Outlet to pay the Delawares and Shawnees their pro rata share of said outlet, should remain

in the Treasury of the United States until the status of said Delaware and Shawnee Indians should be determined by the courts of the United States before which their suits were then pending, also a sufficient amount to pay the freedmen who are Cherokee citizens as the same shall be determined by the courts; and the said act further providing that if the legislative council of the Cherokee Nation should deem it more advantageous to their people they might issue a loan for the principal and interest of the deferred payments, pledging said amounts of interest and principal to secure payment of such debt; and it appearing to the court that said Cherokee Nation has borrowed from the Union Trust Company of New York the sum of \$6,640,000, and pledged as security therefor the four payments as aforesaid, falling due after the 4th day of March, 1895, and that the payment falling due on the said 4th day of March, 1895, amounting to \$1,660,000, has been retained in the Treasury of the United States from which to pay the Delawares, Shawnees, and freedmen, as hereinbefore set forth; and it further appearing to the court that the said \$6,640,000, so borrowed by the Cherokee Nation, has been distributed to the Cherokee citizens of Cherokee blood, to the exclusion of the complainants, the aforesaid freedmen and free colored persons and their descendants, as well as the two funds of \$300,000, each distributed by the act of the Cherokee council of date April 26, 1886, and November 25, 1890, as charged in the amended petition in this case.

It is ordered, adjudged, and decreed that so much of the acts of the Cherokee national council of date April 26, 1886, November 25, 1890, and May 3, 1894, as restricts the distribution of funds which were derived from the public domain and from the sale of lands by the Cherokee Nation to the Government of the United States to citizens of the nation by blood be held and decreed void and contrary to and in derogation of the constitution of the Cherokee Nation and the provisions and stipulations of article 9 of the aforesaid treaty of July 19, 1866, with respect to the rights of said freedmen who 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.

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*Assistant Attorney-General.*

## APPENDIX No. 5.

### 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. 6.

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.

UNITED STATES OF AMERICA,

*Indian Territory, Western District, In United States Court, ss:*

T. M. BUFFINGTON ET AL. }

v.

TAMS BIXBY ET AL. }

This is an application for an injunction by the complainants against the Commission to the Five Civilized Tribes. The bill was filed in the United States district court at Muskogee, Indian Territory, on the 26th day of August, 1901, and seeks to enjoin said Commission from receiving, considering, or allowing any applications of freedmen or free colored persons, and all other persons of African descent, for enrollment as citizens of the Cherokee Nation, except in strict compliance with the decree of the Court of Claims, sitting in the city of Washington, entered on the 3d day of February, 1896, and entitled "Moses Whitemire, Trustee for the Freedmen of the Cherokee Nation v. The Cherokee Nation and the United States," and that the respondents be directed to accept what is known as the authenticated Cherokee roll of 1880 as the basis upon which enrollment shall be made, and that all persons of African descent whose names are not on said roll, and whose ancestors are not on said roll, or on some other roll of the Cherokee Nation, be excluded from enrollment as citizens of the Cherokee Nation. There was a demurrer interposed to the bill by respondents, which was overruled. Answer has been filed and the cause referred to the master in chancery, evidence taken, and report of the special master filed in the district court. The case is now presented for hearing upon bill, answer, evidence heard, and the report of the master.

To a full understanding of the matter in controversy it will be necessary to read the bill and answer, which are as follows:

Your orators respectfully represent that they are citizens of the Cherokee Nation, a body politic composed of some — thousand members and citizens; that the question involved in this case is one of common interest to all of the bona fide and recognized citizens of said nation, who are too numerous to make it practicable to bring them all before this court within a reasonable time. (Mansfield's Digest, sec. 4942.)

Your orators therefore bring this suit against Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckinridge, members of the United States Commission to the Five Civilized Tribes of Indians. And thereupon your orators complain and state that in the year 1866 a treaty was concluded between the United States and the Cherokee Nation, which was proclaimed August 11, 1866; that by article 9 of said treaty it was provided as follows:

"They further agree that all freedmen who have been liberated by voluntary act of their former owners or by law, as well as all colored persons who were in the country at the commencement of the rebellion and are now residents therein, or who may return within six months, and their descendants, shall have all the rights of native Cherokees."

That in the year of 1880 the Cherokee Nation caused an authenticated roll of Cherokee citizens to be prepared, which said roll contained the names of all persons who were then entitled to citizenship in the said Cherokee Nation, including freedmen and free colored persons who were entitled to citizenship in said nation by virtue of the provision of the 9th article of the said treaty, proclaimed August 11 1866; that all persons whose names are not found on said authenticated roll are not regarded as citizens of the Chero-

kee Nation at that time; that said authenticated roll was prepared by a commission created by an act of the Cherokee national council of Nov. 20, 1879, which commission was especially authorized to hear and determine all cases of persons of African descent arising under said treaty of August 11, 1866.

That the Congress of the United States, by an act approved March 3rd, 1893 (27 Stat. L., 645), authorized the appointment of a Commission to enter into an agreement with the Five Civilized Tribes for the purpose of extinguishing all the tribal titles to the land within the Indian Territory; but the said act conferred no powers upon said Commission except to negotiate agreements and report them to Congress.

On the 10th day of June, 1896, in the act making appropriations for the Indian Service approved on that date, there were contained provisions which authorized said Commission to hear and determine the applications of all persons who may apply to them for citizenship in any of said nations. The said provision was as follows:

"That said Commission is further authorized and directed to proceed at once to hear and determine the applications of all persons who may apply to them for citizenship in any of said nations, and after such hearing they shall determine the right of such applicant to be so admitted and enrolled: *Provided, however*, That such application shall be made to such commissioners within three months after the passage of this act.

"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, 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 person who may within three months from and after the passage of this act desire such citizenship, may apply to the legally constituted court or committee designated by the several tribes for such citizenship, and such court or committee shall determine such application within thirty days from the date thereof.

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

That on the 7th day of June, 1897, Congress incorporated in the Indian appropriation act of that date the following provision, further defining the meaning of the words "rolls of citizenship," namely:

"*Provided*, That the words 'roll of citizenship,' as used in the act of June 10th, 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 said 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 upon such rolls and are 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 in pursuance of the foregoing provisions the said United States commission proceeded to hear and determine the application of all persons who applied to them for citizenship in the Cherokee Nation and whose applications were filed within the time prescribed by law.

Many thousands of persons applied to said commission to be enrolled as citizens of said Cherokee Nation, and said commission heard and determined said applications within the time prescribed by law.

That several thousand persons who made such applications, feeling themselves aggrieved with the decisions made in their cases, appealed from said decisions to the United States court in the northern district of the Indian Territory.

That said United States court proceeded to hear and determine all such cases that were appealed to it, and announced its decisions thereafter in all such cases. That on the 1st day of July, 1898, Congress passed the Indian appropriation act of that day, which contained a provision as follows:

"Appeals shall be allowed from the United States court 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 of 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 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."

That in pursuance of the provisions of the foregoing act of Congress appeals were taken to the Supreme Court of the United States in a large number of cases, decided by said court, denying the applicants citizenship in said nation. On the 15th day of May, 1899, the Supreme Court of the United States decided all of said appealed cases. (174 U. S. Reports, pp. 445-492.)

The decision of said court was to the effect that all the judgments of the United States court for the northern district of the Indian Territory, in citizenship cases, in which applicants had applied to be enrolled as citizens of said nation were affirmed.

That on the 1st day of October, 1890, Congress passed an act entitled "An act to refer to the Court of Claims certain claims of the Shawnee and Delaware Indians, of the freedmen of the Cherokee Nation, and for other purposes." By the decree of the said Court of Claims, in cases instituted in said court, under the provisions of said act, said court decreed, among other things, that the freedmen and free colored persons entitled to citizenship in the Cherokee Nation, by virtue of the said treaty of August 11, 1866, were entitled to their pro rata share of the sum of about eight million dollars (\$8,000,000), which was paid to the Cherokee Nation by the United States in the purchase of what is commonly known as the Cherokee Outlet.

That for the purpose of ascertaining who of said freedmen and free colored persons were entitled to share in the distribution of the sum of about nine hundred thousand dollars (\$900,000), which was adjudged to be due said freedmen and free colored persons, the said Court of Claims, on the 3rd day of Feb., 1896, decreed, among other things, 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 the 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 were alive on May 3rd, 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 duly authenticated copy of which is hereto attached and made a part hereof.

That on the 28th day of June, 1898, Congress passed an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes;" that by the second paragraph of the 21st section of said act the said Commission to the Five Civilized Tribes was authorized to make a roll of Cherokee freedmen in strict compliance with the said decree of the Court of Claims rendered the 3rd day of February, 1896.

That on the 31st day of May, 1900, Congress passed an act making an appropriation for the Indian Department, which contained the following language:

"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."

That said commission is now engaged in making a roll of all citizens of the Cherokee Nation for the purpose of ascertaining who are entitled to share in the allotment of lands in said nation; that it is the duty of said commission in making such roll, so far as freedmen and persons of African descent are concerned, to make said roll in strict compliance with the said decree of the Court of Claims and the act of May 31, 1900. That said decree, in so far as it applies to such freedmen, is set forth herein, and that a strict compliance with said decree, as to such freedmen, requires said commission to accept said authenticated roll of 1880, for the purpose of showing the number of freedmen who are entitled to be now enrolled as citizens of said nation, except in so far as Cherokee citizenships may have been established by application to the said commission or on an appeal to the United States court, or by action of the national council of the Cherokee Nation.

That notwithstanding the act of June 28, 1898, and the plain provision of the decree of the Court of Claims, as well as the act of May 31st, 1900, your orators are informed and believe that the said commission proposes to go into session in the early part of next month to consider the applications of Ann Tucker, Pollie Boyd, Fannie Vann, Jonas Brown, John Porter, Dempsey Wright, Nancy Ross, Adeline Hampton, Alexander Claggett, Martha Gales, Isaac Chism, and their descendants, neither they nor their descendants being found upon the rolls of 1880 of said Cherokee Nation, and various other persons of African descent whose names are not on the said authenticated rolls of 1880 nor any other rolls of the Cherokee Nation nor admitted as citizens, and who are not descendants of persons whose names are on said roll; that none of the persons above mentioned have been adjudged citizens of the nation nor have been admitted to citizenship in said nation since 1880 nor are they descendants of such persons, and your orators are informed and believe that said commission is about to enroll a large number of persons of African descent as citizens of the Cherokee Nation whose names were not on the said authenticated rolls, and who are not descendants of such persons and who have not been adjudged citizens or descendants of citizens as aforesaid. That the defendants have already taken testimony in the above cases and others like them and propose to hear and consider such cases further. That many of said applications for enrollment as Cherokee citizens are based upon the pretended claim that the applicants or their ancestors are entitled to citizenship in the Cherokee Nation under the provisions of the

said treaty of 1866, a contention which is wholly without merit, since under the said acts of Congress relating to citizenship in said nation the authenticated Cherokee roll of 1880 was expressly confirmed, it being the last authenticated roll approved by the council of said nation, and all persons not on said roll who are not the descendants of such persons or on some other roll of the Cherokee Nation could only be enrolled as provided in said act of Congress, and the rights of all such persons to citizenship have been passed upon and adjudicated, and the time has long since passed when it was within the authority and jurisdiction of said commission to hear and determine the rights of such persons to citizenship in said nation.

Your orators are informed and believe that there are other applicants for citizenship in said nation now pending before said commission which are based upon the ground that such applicants have intermarried with freedmen and persons of African descent who were recognized citizens of said nation, but your orators allege that intermarriage with adopted citizens has never been held by the Cherokee Nation nor by said commission nor by the United States court for the northern district of the Indian Territory as entitling the persons so intermarrying to citizenship in said nation.

Your orators are informed and believe that said commission is now about to place the names of such intermarried persons upon the rolls as citizens of the Cherokee Nation; that such actions on the part of said commission are wholly without warrant of law; that said commission has no jurisdiction or authority to hear and determine such applications for the reason that such intermarried persons were not embraced in the said decree of the Court of Claims of February 3rd, 1896; that should such applications be granted and such unauthorized persons be admitted as citizens of the Cherokee Nation great wrong and irreparable injury would result to your orators and to all the members of the said tribe of Indians, as it would proportionately decrease their participation in the lands and annuities of the nation or tribe, in this that such unauthorized persons would be permitted to share equally with citizens of said nation in the allotments of the land of said nation and in the distribution of the moneys and other property of the tribes.

That your orators are wholly without remedy at law, and unless this honorable court shall absolutely restrain said commission from considering said applications and from placing such unauthorized persons on the rolls as Cherokee citizens a great wrong and irreparable injury will be done to your orators and to all the members of the Cherokee tribe of Indians.

For as much as your orators can have no adequate relief, except in this court, and to the end, therefore, that the respondents may, if they can, show why your orators shall not have the relief prayed, and to the end that the respondents may make a full, direct, and perfect answer to the matters hereinbefore stated and charged, and to the end that respondents may be restrained by injunction, issuing out of this honorable court, from receiving, considering, or allowing any applications of persons desiring to be enrolled as citizens of the Cherokee Nation, except as herein provided and directed, your orators pray that your honor may grant an injunction, restraining and enjoining the respondents from proceeding further against your orators in the matter of hearing and determining applications made by persons named above, and all other persons of African descent, for enrollment as citizens of the Cherokee Nation, except in strict compliance with the said decree of the Court of Claims of the United States; and that your honor will direct said respondents to accept what is known as the authenticated Cherokee roll of 1880 as the basis upon which enrollment shall be made, and that all persons of African descent whose names are not on said roll, or whose ancestors were not on said roll, or on some other roll of the Cherokee Nation must be excluded from enrollment as citizens of the Cherokee Nation.

And your orators also pray for a provisional or temporary injunction pending this cause, restraining and enjoining the several acts aforesaid, and for such other and further relief as the equity of the case may require and to your honor may seem meet.

And your orators further pray in case the names of any freedmen or free colored persons not entitled to citizenship in the Cherokee Nation have been enrolled by respondents as such citizens, that your honor will direct and order said respondents to strike such names from the roll of citizenship of said nation.

May it please your honor to grant unto your orators not only a writ of injunction, conformable to the prayer of this bill, but also a writ of subpoena of the United States court for the northern district of the Indian Territory, directed to the said Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckenridge, members of the said commission, commanding them on a certain day to appear and answer this bill of complaint, but not under oath, and to abide such order and decree of the court in the premises as the court may deem proper and required by the principles of equity and good conscience.

#### ANSWER.

Now come the above-named defendants, Henry L. Dawes, Tams Bixby, Thomas B. Needles, Clifton C. Breckinridge, members of the United States Commission to the Five Civilized Tribes, by Pliny L. Soper, attorney for the United States for the northern district of the Indian Territory, and their attorney, and for answer to the complaint in equity of said plaintiffs filed herein say:

That they admit that they are the members of the United States Commission to the Five Civilized Tribes of Indians, and are now engaged in the Indian Territory in performance of those duties imposed upon them by law.

And these defendants further answering admit that in 1880 the Cherokee Nation caused a roll to be prepared purporting to contain the names of all persons who were then entitled to citizenship in the said Cherokee Nation, including freedmen and free colored persons who were entitled to citizenship in said nation, and that said roll is known as the authenticated roll of freedmen in the Cherokee Nation, but these defendants deny that all persons whose names are not found upon said authenticated roll were not regarded as citizens of the Cherokee Nation at said time, but aver that said roll was prepared by a commission on behalf of the Cherokee Nation, and that said commission and the Cherokee Nation were interested in not placing upon said roll all freedmen and free colored persons entitled to citizenship in said nation under article nine of the treaty between the Cherokee Nation and the United States, proclaimed July 10th, 1896, and aver that a great many freedmen and free colored persons were admitted from said roll who are entitled to all the rights, privileges, and immunities and benefits arising from and flowing

out of said article nine of said treaty, and that for the purpose of determining who are justly and equitably entitled to citizenship under said treaty and under the decree of the United States Court of Claims, dated February third, 1896, in the case wherein Moses Whitmore, trustee, was plaintiff and the Cherokee Nation and the United States were defendants, these defendants, as a commission, have been authorized by acts of Congress to inquire and determine and prepare a roll in strict compliance therewith, under an act of Congress entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June 28, 1893, and that these defendants are now engaged in the performance of said duty.

And these defendants further answering aver that on the 19th day of April, 1888, there was duly approved by the President of the United States an act of Congress, which, among other things, provided as follows:

"That there be, and hereby is, appropriated, out of any money in the Treasury not otherwise appropriated, the sum of \$75,000, or so much thereof as may be necessary to carry out the provisions of this act; and the amount actually expended shall be charged against the Cherokee Nation on account of its lands west of the Arkansas River, and shall be a lien on said lands, and which shall be deducted from any payment hereafter made on account of said lands. The said sum, or so much thereof as may be necessary, shall be, by the Secretary of the Interior, distributed per capita, first, among such freedmen and their descendants as are mentioned in the ninth article of the treaty of July 19, 1866, between the United States and the Cherokee Nation of Indians; second, among the Delaware tribe of Indians incorporated into the Cherokee Nation by the terms of a certain agreement entered into between said Cherokee Nation and Delaware Indians, under the provisions of the fifteenth article of the aforesaid treaty, on the 8th day of April, 1867, and approved, respectively, by the President of the United States and the Secretary of the Interior on the 11th day of April, 1867; and, third, among the Shawnee tribe of Indians incorporated into the Cherokee Nation by the terms of a certain agreement entered into between the said Cherokee Nation and Shawnee Indians, under the provisions of the aforesaid article and treaty, on the 7th day of June, 1869, in such manner and in such amount or amounts as will equalize the per capita payment made to Cherokees by blood in accordance with the act of the Cherokee legislature aforesaid, out of the sum of \$300 appropriated by the act of March 3rd, 1883, as aforesaid." (25 Stat. L., p. 609.)

And these defendants further aver that on the 2d day of March, 1889, the President of the United States duly approved an act of Congress which, among other things, provided as follows:

"To enable the Secretary of the Interior to ascertain who are entitled to share in the per capita distribution of the sum of \$75,000 appropriated by the act approved October 19th, 1888, entitled 'An act to secure to the Cherokee freedmen and others their proportion of certain proceeds of land under the act of March 3rd, 1883,' and to make payment thereof the sum of \$5,000, or so much thereof as may be necessary, and to compensate in such sum as he may deem reasonable any duly authorized agent or agents acting for said freedmen, and rendering them aid in obtaining the allowance of said \$75,000, the sum of \$15,000, or so much thereof as may be necessary; and the amount so expended in ascertaining to whom said money shall be paid shall be charged against the Cherokee Nation on account of its lands west of the Arkansas River, and shall be a lien on said lands, and shall be deducted from any payment hereafter made on account of said lands. And said Secretary is hereby authorized and directed to make inquiry and report to the next session of Congress what other sums of money, if any, have been appropriated by the Cherokee Nation in violation of their treaty obligations in reference to freedmen in said nation, and what sum would be required to secure to said freedmen those treaty rights in respect to the same." (25 Stat. L., pp. 980, 994.)

And these defendants, further answering, aver that under and by virtue of these statutes a commission was appointed by the honorable Secretary of the Interior and a roll was duly and legally made, which is known as the Wallace roll. That said roll was taken under the rules and regulations of the Department of the Interior, and after due investigation said roll of freedmen and free colored persons referred to in article nine of the treaty of 1866, hereinbefore mentioned, was duly approved by the honorable Secretary of the Interior, and which said roll purported to contain the names of all Cherokee freedmen and free colored persons entitled to citizenship in said nation on March 3rd, 1883.

And these defendants, further answering, admit that by the act of Congress there was referred to the Court of Claims at Washington, D. C., for settlement a certain controversy arising between the free colored persons and freedmen in the Cherokee Nation, which involved, among other things, who were the freedmen and free colored persons entitled to citizenship in the Cherokee Nation and entitled to pro rata share in the distribution of the sum of eight million dollars, which was paid to the Cherokee Nation by the United States for what is commonly known as the Cherokee Outlet. That under said act of Congress one Moses Whitmore, as trustee for the freedmen of the Cherokee Nation, brought an action in the Court of Claims at Washington, D. C., against the Cherokee Nation and the United States of America, and which case was then and there known upon the docket of said court as No. 17209, and that on the 3rd day of February, 1896, the said Court of Claims rendered a decree in said case, the Cherokee Nation consenting thereto, a copy of which decree, duly certified, is hereto attached, marked "Exhibit A" and made a part hereof.

And these defendants, further answering, aver that under said decree the honorable Secretary of the Interior appointed a commission, which proceeded to the Cherokee Nation in the Indian Territory and made a roll of free colored persons and freedmen of the Cherokee Nation who, as citizens of said Cherokee Nation, were entitled to share in said funds set aside by act of Congress for the payment of the freedmen and free colored persons of the Cherokee Nation.

And these defendants, further answering, aver that said last-named Commission was commonly known as the Kerns-Clifton Commission, and that said Commission, acting under said decree and under and by directions of the honorable Secretary of the Interior, made a roll of freedmen and free colored persons, which is commonly known as the Clifton roll or the Kerns-Clifton roll, and that said roll of citizenship was duly approved by the honorable Secretary of the Interior in 1897 as having been made in accordance with law under said decree of said court, and that the persons named thereon were entitled to citizenship in the Cherokee Nation and to their pro rata share of the amount set aside for the benefit

of the freedmen and free colored persons mentioned in article nine of the treaty of 1866, hereinbefore mentioned.

And these defendants further aver that all free colored persons and freedmen and the descendants of those who appear upon the Wallace and Clifton rolls have always been recognized by the Government of the United States as the freedmen and free colored persons entitled to citizenship in the Cherokee Nation under article nine of said treaty of 1866.

And these defendants, further answering, aver that on the 28th day of June, 1898, the President duly approved an act of Congress entitled "An act for the protection of the people of the Indian Territory, and for other purposes," in which it was provided in section 21 of said act as follows:

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

And these defendants, further answering, aver that under said last-mentioned act of Congress these defendants have been proceeding to hear testimony as to the right of any person claiming citizenship in said Cherokee Nation under article nine of the treaty of 1866, hereinbefore mentioned, and in accordance with said act of Congress.

And these defendants deny that said act of Congress, or any other act of Congress, has made it the duty of these defendants to enroll only such free colored persons or freedmen of the Cherokee Nation and their descendants whose names appear only upon what is known as the Cherokee authenticated roll of 1880, but these defendants aver that under said decree of the Court of Claims hereinbefore referred to all free colored persons and freedmen whose names appear upon the authenticated roll shall be accepted by said defendants, without further evidence or further proof, as entitled to enrollment as free colored persons or Cherokee freedmen of the Cherokee Nation and entitled to citizenship therein, and as to all other freedmen or free colored persons who claim citizenship under article nine of the treaty of 1866, hereinbefore referred to, it is the duty of said Commission to inquire into their rights, and for that purpose said Commission has been taking the testimony, and is now engaged in taking testimony, for the consideration of the Commission hereafter, and these defendants aver that said Commission and the members thereof have neither arrived at nor expressed any opinion as to what action said Commission will take as to the right of any colored persons whose names do not appear upon the authenticated roll of freedmen and free colored citizens of the Cherokee Nation, known as the authenticated roll of 1880, to citizenship in said nation, but these defendants aver that under said act of Congress it is the duty of these defendants, as said Commission, to investigate the rights of all colored persons applying for citizenship as Cherokee freedmen or free colored person entitled to said citizenship in said Cherokee Nation under the provisions of article nine of said treaty of 1866, and these defendants aver that they have taken no steps or action determining the rights of such persons, except to receive applications and take testimony thereunder.

And these defendants further answering admit that on the 31st day of May, 1900, Congress passed an act making appropriations for the carrying on of the work of said commission, and for other purposes, which contained the following language:

"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 application shall be final when approved by the Secretary of the Interior."

But these defendants deny that said act has any relation or application to the act of these defendants as a commission in making a roll of Cherokee freedmen or free colored persons entitled to citizenship in the Cherokee Nation under the act of Congress approved June 28, 1898, hereinbefore quoted.

And these defendants deny that said last-mentioned act of Congress has any application to the making of any roll of the Cherokee freedmen or free colored persons entitled to citizenship in the Cherokee Nation, and aver that if its was the intention of Congress that only the free colored persons and Cherokee freedmen whose names are set forth upon the roll of 1880 and their descendants were to be inquired into and enrolled by these defendants as said commission, that said act of Congress would have so specifically declared and not excepted said freedmen.

And these defendants deny that the strict compliance with the said decree of said Court of Claims hereinbefore mentioned and set forth as Exhibit A hereto attached and made a part hereof, requires, as to said freedmen, that said commission shall accept only said roll of 1880 for the purpose of showing the number of freedmen who are entitled to be enrolled as citizens of said nation, except in so far as Cherokee citizenship may have been established by application to this commission or on appeal to the United States court, by action of the national council of the Cherokee Nation, but aver that said commission, under the law, and not subject to the control of any court, has the right to inquire into the rights of all Cherokee freedmen and free colored persons whose names appear upon the Wallace roll, or the Kerns-Clifton roll and their descendants, to be enrolled as such citizens under said decree, and also to inquire into the right of all Cherokee freedmen and free colored persons claiming citizenship in said Cherokee Nation under and by virtue of article nine of the treaty of 1866, and which said right to inquire is derived by this commission from said act of Congress approved June 28, 1898, hereinbefore set forth, subject, however, to final action thereon by the honorable Secretary of the Interior, as provided by said act.

And these defendants further answering deny that these defendants, as said commission, propose to go into immediate session to consider the applications of Ann Tucker, Pollie Boyd, Fannie Vann, Jonas Brown, John Porter, Dempsey Wright, Nancy Ross, Adeline Hampton, Alexander Claggett, Martha Gales, Isaac Chism, and their descendants.

And these defendants, further answering, respectfully show unto your honor that Ann Tucker applied to this commission for enrollment as a citizen of the Cherokee Nation on April 20, 1901, and that testimony was taken upon her right to enrollment; that it appeared from said testimony that the name of Ann Tucker was upon the Wallace roll and that she was the same person who is enrolled by Wallace under said act of Congress hereinbefore set forth, but this commission aver that no action has been taken upon the rights of said Ann Tucker to enrollment by said commission, and that all questions respecting her right to be enrolled has been deferred by said commission until some future date, and that in the meantime—to wit, on the 5th day of November, 1901—there was filed with these defendants an affidavit showing that Ann Tucker died on the 29th day of May, 1901.

And these defendants, further answering, aver that Pollie Boyd appeared before said commission at Fort Gibson, Indian Territory, on April 16, 1901, and that from the testimony submitted she was identified as the Pollie Boyd who was duly enrolled by the Kerns Clifton commission appointed by the honorable Secretary of the Interior in accordance with the decree of the Court of Claims of February 3rd, 1896, hereinbefore set forth, and that her name appears upon said roll, but these defendants aver that no further action has been taken upon said application, and that the same has been deferred for the further consideration of said commission under the law.

And these defendants further say that Fannie Vann applied to the commission for enrollment on April 23rd, 1901; that the name of the said Fannie Vann does not appear upon any roll; and it further appeared from the testimony in said case that the said

Fannie Vann was taken to the Chickasaw Nation during the war of the rebellion and remained there until twelve or thirteen years ago; that she formerly belonged to one John Brewer, a Cherokee citizen, and that she is the daughter of Sam Brewer and Sallie Brewer, who were slaves of Will Brewer, a Cherokee citizen, but this commission avers that the application of the said Fannie Vann has not been considered, for the reason that she did not return to the Cherokee Nation until twelve or thirteen years ago.

And these defendants, further answering, aver that Jonas Brown appeared before this commission at Ft. Gibson, Indian Territory, on April 24, 1901, for enrollment; that the name of the said Jonas Brown does not appear upon any rolls of the Cherokee Nation and that no action has been taken by said commission looking to the enrollment of the said Jonas Brown, and the said commission has not considered the testimony in his case.

And this commission, further answering, says that John Porter appeared before this commission on the 9th day of April, 1901, at Ft. Gibson, Indian Territory, but the name of the said John Porter does not appear upon any roll, either the Wallace, Kerns-Clifton, or authenticated roll of 1880, or any other roll, and no action has been taken upon the testimony as presented concerning the application of the said John Porter upon the rolls of the Cherokee Nation as to the Cherokee freedmen, and the testimony in his case has not been considered by said commission.

And this commission further says that testimony in the application of Dempsey Wright was submitted to this commission on the 15th day of May, 1901, from which testimony it appeared that Dempsey Wright was a slave in the Cherokee Nation at the beginning of the civil war, and that he was taken to the Choctaw Nation during the war of the rebellion and that it was unknown when he returned to the Cherokee Nation; that the name of Dempsey Wright does not appear upon any roll of citizenship in the possession of these defendants, and that this commission has not passed upon his application for citizenship.

And these defendants, further answering, say that application for enrollment of Nancy Ross was made upon the 5th day of June, 1901, at Vinita, Indian Territory; that from said testimony it appears that the said Nancy Ross does not claim to be a Cherokee freedman in her own right, but claims her right to enrollment by intermarriage; her name does not appear upon any of the tribal rolls; no action has been taken by the commission upon her application, nor will said commission consider and pass upon said application until some future date.

And these defendants, further answering, say that Adeline Hampton appeared before this commission at Ft. Gibson, Indian Territory, on the 23rd day of April, 1901, and made an application for enrollment of herself as a Cherokee freedman; that it appears from the rolls in the possession of this commission that said Adeline Hampton has been duly enrolled on the Kerns-Clifton roll of Cherokee freedmen, but this commission has not passed upon her application for citizenship and has not as yet considered the same, and will not until some future date.

And these defendants, further answering, state that on the 15th day of May, 1901, application was made for the enrollment of Alexander Claggett as an intermarried Cherokee freedman. That beyond taking testimony in said matter no action has been taken by said commission, nor has the claim of the said Alexander Claggett for enrollment been considered by these defendants or in any manner passed upon.

And these defendants, further answering, state that on the 17th day of April, 1901, Martha Gales appeared before this commission at Ft. Gibson, Indian Territory, and applied for enrollment as a Cherokee freedman. It appeared from the testimony and from the rolls in the possession of this commission that the said Martha Gales was duly identified as being one of the persons duly enrolled on the Kerns-Clifton roll of Cherokee freedmen, which said roll has been duly approved by the honorable Secretary of the Interior, but that the name of the said Martha Gales does not appear upon the authenticated roll of 1880, and these defendants further say that no action has been taken upon the application of the said Martha Gales, but the same has not been considered by this commission, and that her said application will hereafter be considered by this commission when said commission shall have finished taking testimony in citizenship cases in the Cherokee Nation.

And these defendants, further answering, state that on the 19th day of April, 1901, at Ft. Gibson, Indian Territory, Isaac Chism appeared before this commission and applied for enrollment as a Cherokee freedman; that it appears from the testimony introduced in said case that he was a slave of Sussana Chism, a Cherokee citizen, and that he is the child of Twohead Doublehead, a Cherokee, deceased, and one Sussana Chism, a Cherokee freedwoman; the testimony in said case shows that the applicant lived in the Cherokee Nation all his life except during the civil war, and that he returned to the Cherokee Nation in the year 1866, but said applicant is not identified upon the authenticated roll of 1880 or the census roll of 1896, or any other roll of Cherokee freedmen of free colored persons in the possession of this commission, and the testimony in said case further showed that he was admitted to citizenship by the Cherokee national council, but official evidence of his admission as yet has not been supplied this commission, and that said commission have not taken any action upon said application, nor has the same been considered by said commission, but said matter is open pending the production of additional evidence showing that he has been duly admitted as a citizen of the Cherokee Nation by the national council thereof and further evidence to show that he is recognized citizen thereof.

And these defendants, further answering, admit that none of the aforementioned persons appear upon the 1880 roll of said Cherokee Nation, known as the authenticated roll, but that their exact status, so far as this commission is advised, appears as hereinbefore set forth, and further admits that the names of said persons do not appear as descendants of persons whose names are upon said Cherokee authenticated roll of 1880.

And these defendants, further answering, deny that said plaintiffs have been informed that this commission is about to enroll a large number of persons of African descent as citizens of the Cherokee Nation whose names are not upon the authenticated roll of 1880, and who are not descendants of such persons and who have not been adopted citizens or descendants of citizens whose names appear upon said authenticated roll, but these defendants admit that they have taken testimony in the cases of every persons who present themselves for enrollment, claiming to be entitled to citizenship in the Cherokee Nation as Cherokee freedmen or free colored persons, and as entitled to enrollment under the law.

And these defendants, further answering, say that neither they as a commission, nor individually, have ever arrived at any conclusion as to what action said commission



would or should take in regard to enrollment of any persons of African descent whose names do not appear upon the authenticated roll of 1880 as made by the Cherokee Nation, and that, as in individual cases hereinbefore stated, the name of every colored person, although it appears upon some other roll than the authenticated roll of 1880, has been passed for the future consideration of said commission; but these defendants, further answering, say that under the temporary injunction issued in this case it appears from the order of the court that this commission has the right, and that in the opinion of the court it is the duty of this commission to consider and pass upon the claims of all persons claiming citizenship in the Cherokee Nation as Cherokee freedmen or free colored persons whose names appear upon any roll, whether the authenticated roll of 1880 or not, but these defendants have heretofore stated said subject has not been formally discussed or considered, or passed upon by this commission, and until it shall meet to take up these questions and carefully consider them, these defendants can not now state what action these defendants, as a commission, will be, but these defendants aver that said questions are questions solely for the consideration of these defendants as said commission, and these defendants respectfully deny that this honorable court has any jurisdiction in the premises.

And these defendants, further answering, deny that under any act of Congress relating to citizenship in said nation, it was the intention of Congress to expressly confirm only the authenticated roll of 1880, and further deny that this commission has not the right and aver that it is the duty of this commission to inquire into the status of all persons whose names appear upon any roll which has been duly approved by the honorable Secretary of the Interior, and which relates to freedmen or free colored persons under article nine of the treaty of 1866 or in conformity with the decree of the Court of Claims of February 3rd, 1896, hereinbefore set forth or to persons whose names appear upon the Wallace roll, and that it is within the exclusive jurisdiction of this commission to pass upon and adjudicate the question as to whether any of the persons or their descendants whose names appear thereon are entitled to citizenship under the act of Congress approved June 28, 1898, subject only to final review of the honorable Secretary of the Interior.

And these defendants, further answering, deny that these defendants as a commission have not at the present time the right to hear, consider, and pass upon the claims of all persons who claim rights as freedmen or as free colored persons in the Cherokee Nation, either on account of themselves or their ancestors, under the provisions of article nine of the aforesaid treaty of 1866 and under the act of Congress of June 28th, 1898.

And these defendants, further answering, admit that there are now pending before these defendants as said commission applications for enrollment by people of African descent, who have intermarried with freedmen and persons of African descent who are recognized citizens of said nation, but these defendants aver that the question of the enrollment of such persons has not been considered by these defendants as a commission, and that these defendants at the present time are unable to state what action said commission may take thereon, but these defendants respectfully represent unto the court that the jurisdiction to determine and pass upon these applications is vested solely in said commission, and is not subject to control by this honorable court.

And these defendants, further answering, deny that said orators have ever been informed that said commission is about to place the names of any intermarried persons upon the rolls as citizens of the Cherokee Nation. But this commission avers that it has full and exclusive jurisdiction to pass upon and decide all such applications, and that said commission alone has the authority to construe the law relating thereto, subject only to the approval of the action of this commission by the honorable Secretary of the Interior, but these defendants aver that they are unadvised as to what action, if any, said commission will take in relation thereto, and respectfully represents that it is without the jurisdiction of this court to enjoin or restrain said commission from considering said applications.

And these defendants, further answering, deny that said plaintiffs are wholly without remedy at law, and deny that unless this honorable court shall absolutely restrain this commission from considering said applications or from placing any persons on the rolls as Cherokee citizens that an irreparable injury will be done said plaintiffs and to all members of the Cherokee tribe of Indians.

And these defendants, further answering, deny that said plaintiffs are entitled to any writ of injunction restraining these defendants as such commission from receiving, considering, or allowing any applications of persons desiring to be enrolled as citizens of the Cherokee Nation, or to be restrained in the matter of hearing and determining applications to be made by persons claiming citizenship under any act of Congress as a free colored person or as a Cherokee freedman under article nine of the treaty of 1866, and further deny that there is any law which fixes the authenticated roll of 1880 as the basis upon which enrollment should be made.

Wherefore these defendants, still excepting to and denying the jurisdiction of this honorable court in the premises, and averring that they have fully and true answer made to all the matters and things in plaintiff's complaint in equity contained, pray that said temporary injunction may be dissolved and said complaint in equity be dismissed, and that these defendants go hence without day with their costs in this behalf most unreasonably expended.

This is an important lawsuit. The interests of from one to two thousand colored citizens are involved, who, if admitted to citizenship, will be entitled to from 100,000 to 200,000 acres of land, variously estimated at from two to three millions of dollars. After a careful examination of the record and briefs filed it seems to me that the question decisive of all others presented is as to the powers and duties of the Commission to the Five Civilized Tribes.

The act of March 3rd, 1893, providing for the appointment of said Commission is as follows:

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 Muskogee (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 or 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 negotiations 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 therein. But said commissioners shall, however, have power to negotiate any and all such agreements as, in view of all the circumstances affecting the subject, shall be found requisite and suitable to such an arrangement of the rights and interests and affairs of such nations, tribes, bands, or Indians, or any of them, to enable the ultimate creation of a Territory of the United States with a view to the admission of the same as a State in the Union.

The commissioners shall, at any time, or from time to time, report to the Secretary of the Interior their transactions and the progress of their negotiations, and shall, at any time, or from time to time, if separate agreements shall be made by them with any nation, tribe, or band in pursuance of the authority herein 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.

The act of June 10, 1896, prescribing the powers and duties of said Commission, is as follows:

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 added to said rolls as a citizen of said tribes and whose right thereto has either been denied or not acted upon, or any citizen who may within three months 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 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 a list 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 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.

The act of June 7, 1897, further outlining the duties of said Commission, is as follows:

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 cases 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 of the 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 contingent and current 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, whether 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 upon 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.

The act of June 28, 1898, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," provides, among other things, as follows:

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 "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.

SEC. 12. 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 other tribes, eliminating from the tribal rolls such names as may have been placed thereon by fraud or without authority of law, enrolling such only as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to Choctaw and Chickasaw citizenship under the treaties and the laws of said tribes.

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

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

The act of May 31, 1900, in further outlining the duties of said Commission, provides:

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.

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.

The act of March 3, 1901, further provides:

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 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 the 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.

The ninth article of the treaty between the United States Government and the Cherokee Nation approved July 19, 1866, provides, among other things, as follows:

They further agree that all freedmen who have been liberated by voluntary act of their former owners or by law, as well as all other colored persons who were in the country at the commencement of the rebellion and are now residents therein, or who may return within six months, and their descendants, shall have all the rights of native Cherokees: *Provided*, That owners of slaves so emancipated in the Cherokee Nation shall never receive any compensation or pay for the slaves so emancipated.

The act of Congress of April 19, 1888, among other things, provides:

That there be, and hereby is, appropriated, out of any money in the Treasury not otherwise appropriated, the sum of \$75,000, or so much thereof as may be necessary to carry out the provisions of this act; and the amount actually expended shall be charged against the Cherokee Nation on account of its lands west of the Arkansas River and shall be a lien on said lands, and which shall be deducted from any payment thereafter made on account of said lands. The said sum, or so much thereof as may be necessary, shall be by the Secretary of the Interior distributed per capita, first, among such freedmen and their descendants as are mentioned in the ninth article of the treaty of July 19, 1866, between the United States and the Cherokee Nation of Indians; second, among the Delaware tribe of Indians incorporated into the Cherokee Nation by the terms of a certain agreement entered into between said Cherokee Nation and Delaware Indians, under the provisions of the fifteenth article of the aforesaid treaty, on the 8th day of April, 1867, and approved, respectively, by the President of the United States and the Secretary of the Interior on the 11th day of April, 1867, and, third, among the Shawnee tribe of Indians incorporated into the Cherokee Nation by the terms of a certain agreement entered into between the said Cherokee Nation and Shawnee Indians, under the provisions of the aforesaid article and treaty, on the 7th day of June, 1869, and approved, respectively, by the President of the United States and the Secretary of the Interior on the 9th day of June, 1869, in such manner and in such amount or amounts as will equalize the per capita payment made to Cherokees by blood in accordance with the act of the Cherokee legislature aforesaid, out of the sum of \$300, appropriated by the act of March 3, 1883, aforesaid.

The act of March 2, 1889, among other things, provides:

To enable the Secretary of the Interior to ascertain who are entitled to share in the per capita distribution of the sum of \$75,000, appropriated by the act approved October

19th, 1888, entitled "An act to secure to the Cherokee freedmen and others their proportion of certain proceeds of land under the act of March 3rd, 1883," and to make payment thereof the sum of \$5,000, or so much thereof as may be necessary, and to compensate in such sum as he may deem reasonable any duly authorized agent or agents acting for said freedmen, and rendering them aid in obtaining the allowance of said \$75,000, the sum of \$15,000, or so much thereof as may be necessary; and the amount so expended in ascertaining to whom said money shall be paid shall be charged against the Cherokee Nation on account of its lands west of the Arkansas River and shall be a lien on said lands, and shall be deducted from any payment hereafter made on account of said lands. And the Secretary is hereby authorized and directed to make inquiry and report to the next session of Congress what other sums of money, if any, have been appropriated by the Cherokee Nation in violation of their treaty obligations in reference to freedmen in said nation and what sum would be required to secure to said freedmen those treaty rights in respect to the same.

To settle the dispute between the Cherokee freedmen and the Cherokee Nation, by the act of Congress of October 1, 1890 (Vol. 26, Stat. L., p. 636), it was provided that the Court of Claims of the United States should have jurisdiction of any suit which the freedmen might bring against the Cherokee Nation and the United States for moneys due them as citizens of the Cherokee Nation. This statute formed the basis for bringing the action in the Court of Claims which resulted in a decree known as the Whitmire decree, which reads as follows:

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 3rd 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 of \$8,595,736 the sum of \$295,756 was appropriated by said act out of the Treasury of the United States and made immediately available, and that the balance thereof, to wit, \$8,300,000 was made payable in five annual installments, the first to be payable on the 4th day of March, 1895, and all deferred payments to bear interest at the rate of 4 per cent per annum, and that a sufficient amount of the money provided in said act shall 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 of April 26, 1886, November 25, 1890, and May 3, 1894, as restricts the distribution of funds which were derived from the public domain and from the sale of lands by the Cherokee Nation to the Government of the United States to citizens of the

nation by blood be held and decreed void and contrary to and in derogation of the constitution of the Cherokee Nation and the provisions and stipulations of article 9 of the aforesaid treaty of July 19, 1866, with respect to the rights of said freedmen who had been liberated by voluntary act of their former owners or by law, and all free colored persons who resided in the Cherokee country at the commencement of the rebellion, and who on the said date resided therein or who returned thereto within six months thereafter and their descendants, and that the said Cherokee Nation or its trustees, the United States, account for, render, and pay to the aforesaid freedmen and free colored persons and their descendants out of any funds of the said nation in its national treasury, or in the custody of the United States as trustee, or held by agreement between said nation and the United States for the purpose of satisfying the decree herein rendered, not specifically appropriated by law to other purposes, or out of funds which may hereafter come to the possession of said trustee belonging to the Cherokee Nation, a sum equal to the aggregate amount which said freedmen and free colored persons and their descendants would have received if the before-mentioned void and unconstitutional restrictions in said statutes had not existed.

And it is further adjudged and decreed that the complainants in this suit and those whom they represent, being the freedmen and free colored persons aforesaid and their descendants living and in being on the 3rd 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 \$309,365 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 \$309,365, 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 \$309,365, 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 \$309,365, 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.

After the entry of this decree by the Court of Claims, the Cherokee Nation, through S. H. Mayes, principal chief, under date of February 4, 1896, reciting a portion of the decree in a communication to the Secretary of the Interior, nominated William Pusley Thompson as the representative of the Cherokee Nation on the commission appointed under that decree. His commission was issued March 23, 1896, by the Secretary of the Interior, and he afterwards acted with the commission for the Cherokee Nation.

The act of 1896 provides that the Commission in determining applications for citizenship shall respect all laws of the several nations not inconsistent with the laws of the United States; also all treaties with either of said nations; also give due force and effect to the rolls, usages, and customs of each of said nations.

In order to do this they must, as a judicial body, first determine what are the laws of the several nations. Before they can with any degree of intelligence respect the treaties between the United States and any of these nations they must first determine what treaties between the United States and the nation, if any, are in force in the respective nations. Before they can give force to the usages and customs of the respective nations they must determine from a full investigation what are the usages and customs of the respective nations. Before they can give force to the rolls of the respective nations they must hear evidence and determine what are the rolls of the respective nations. In determining these and the hundreds of complicated questions which have and are continually arising in determining who are the 89,000 citizens entitled to share in the partition of this magnificent estate of 20,000,000 acres.

Congress in fixing the measure of their power has said:

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 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.

The act of June 28, 1898, further provides that after the rolls of citizenship are fully completed and a survey of the lands finished the Commission shall proceed to allot the exclusive use and occupancy to the surface of the lands among its citizens, giving to each his fair and equal share, considering the nature and fertility of the soil, location and value of the same.

How could this Commission give to each citizen his fair and equal share, con-



sidering the nature and fertility of the soil, location, and value of the same, without making an examination of the evidence pertaining to the number of citizens the value of the various sections, and thus arriving at what was the fair and equal share of each citizen?

In the same act it is further provided that, in making partition of this tract of land measuring 31,000 square miles, there shall 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.

It is pertinent to ask by what means is this Commission to determine whether or not any land is occupied by churches, schools, parsonages, charitable institutions, and other public buildings. Certainly by an investigation of the evidence of these facts submitted. Who is to say how much is necessary for their present use, and how must the inquiry be made? There is but one answer. This body, with all the powers of a court over the subject-matter, must subpoena witnesses, hear evidence, examine proofs, and judicially determine the question presented.

By section 21 of the act to which reference has just been made this statutory tribunal is authorized and directed, as to Cherokee citizens (not including freedmen), 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 shall 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.

How is it to be determined who of those on the roll of 1880 are now living? By the same evidence you would establish a like fact in the United States district court.

How are you to settle the question as to who are the descendants born since the date of said roll to persons whose names are found on said roll? By the examination of all competent evidence submitted upon both sides of the controversy.

The same section further provides that this Commission 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. Here is authority to go into the question as to whether or not any person has been placed upon said roll by fraud, calling for the exercise of the ripest judgment of the most intricate subject of which the courts of the land are called upon to deal.

"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, 1896." It has been seen that heretofore this body, under the various acts of Congress from March, 1893, to June 28, 1898, have been empowered to determine what treaties are here in force, what are the rights of the respective citizens under these various treaties, which are the law of the land as much as if set out in full in the Federal statute; what are the laws of the respective nations occupying the Indian Territory; what are the various usages and customs of these nations; whether or not any person has been fraudulently enrolled as a citizen of any nation; and now as to the effect of a decree of the Court of Claims, it would seem that if they have the power and the duty is incumbent upon them to pass upon the numerous questions, from construing a treaty to entering judgment on the question of fraudulent enrollment, they have the power and it is their duty to construe the decree of the Court of Claims.

This division of 20,000,000 of acres, a tract of land nearly as extensive as the whole area of Vermont, New Hampshire, Massachusetts, Rhode Island, and Connecticut (for such is the area of the Indian Territory), among 89,000 citizens, giving to each "his fair and equal share, considering the nature and fertility of the soil, location, and value of the same," is a gigantic task. It is the greatest partition case known in the vast records of civilization. It required a power given to do things, and Congress gave it with a generous hand.

But it can hardly be said that this question as to the power, authority, and status of the Commission to the Five Civilized Tribes is an open one. In the appeal of *Kimberlin v. The Commission to the Five Civilized Tribes* (104 Fed. Rep., p. 653) is a full and exhaustive discussion as to its various powers. In the course of the opinion Mr. Justice Sanborn, delivering the opinion of the court, says:

The writ of mandamus issues to compel the performance of a plain duty imposed by law. Where that duty is the exercise of judgment or discretion by an officer in the deci-

sion of a question of law or fact, or both, it may issue to compel a decision, but it may not command him in what particular way that decision shall be rendered. \* \* \*

It may issue to command judicial officers to hear and to decide a question within their jurisdiction, but courts have no power by writ of mandamus to direct such officers how they shall decide such a question, or in whose favor they shall render their judgment, because such action would result in the substitution of the judgment and opinion of the commanding court for that of the judicial officers to whose judgment and discretion the law intrusted the decision of the issue.

\* \* \* In *Decatur v. Paulding* (14 Pet., 497, 514, 516; 10 L. Ed., 559) Congress passed on the same day a general law giving to the widow of any officer who had died in the naval service a pension equal to half of his monthly pay from the time of his death until her death or marriage; and a resolution granting a pension to Mrs. Decatur, widow of Stephen Decatur, for five years, commencing June 30, 1834, and the arrearages of the half pay of a post captain from Commodore Decatur's death to June 30, 1834. Mrs. Decatur reserved her rights under the resolution, and applied for and received her pension under the general law. Thereafter she applied for her pension under the resolution, the Secretary of the Navy refused to allow it, and she sought a writ of mandamus to compel him to do so. The circuit court refused to issue the writ, and the Supreme Court sustained its action, because the acts of Congress had vested the power and imposed the duty upon the Secretary of the Navy, in the allowance or disallowance of this pension, to exercise his judgment and discretion in the construction of the law and the resolution, and in the decision of the question whether Mrs. Decatur was entitled to her pension under the law only, or under both the law and the resolution. It was strenuously argued in that case, as it is in the case at bar, that the true construction of the legislation constituted the law of the case, that it was the duty of the officer to comply with that law; and that, as the facts were not in dispute, his compliance with the law was a mere ministerial act, and he had no power to exercise his judgment or discretion in the construction of the act and the resolution. This contention, however, was not sustained. Chief Justice Taney, in delivering the opinion of the Supreme Court, said:

"The head of an executive department of the Government, in the administration of the various and important concerns of his office, is continually required to exercise judgment and discretion. He must exercise his judgment in expounding the laws and resolutions of Congress under which he is from time to time required to act."

\* \* \* In *U. S. v. Black* (128 U. S., 40, 48; 9 Sup. Ct., 12; 32 L. Ed., 354) Oscar Dunlap applied to the Supreme Court of the District of Columbia for a writ of mandamus commanding the Commissioner of Pensions to increase his pension. He averred in his petition that the fact that he was so disabled that he was entitled to this increase under the acts of Congress, and that the Commissioner had so found the fact to be, but had erroneously held that under the law he was not entitled to it, and for that reason he refused to allow it. The writ was refused and that judgment was affirmed in the Supreme Court. Mr. Justice Bradley delivered the opinion. He carefully reviewed the case of *Kendall v. U. S. and Decatur v. Paulding*, and then said:

"The principle of law deducible from these two cases is not difficult to enounce. The court will not interfere by mandamus with the executive officers of the Government in the exercise of their ordinary official duties, even where those duties require an interpretation of the law, the court having no appellate power for that purpose; but when they refuse to act in a case at all, or when by special statute, or otherwise, a mere ministerial duty is imposed upon them (that is, a service which they are bound to perform without further question), then, if they refuse, a mandamus may be issued to compel them. Judged by this rule, the present case presents no difficulty. The Commissioner of Pensions did not refuse to act or decide. He did act and decide. He adopted an interpretation of the law adverse to the relator, and his decision was confirmed by the Secretary of the Interior, as evidenced his signature of the certificate. Whether, if the law were properly before us for consideration, we should be of the same opinion, is of no consequence in the decision of this case. We have no appellate power over the Commissioner and no right to review his decision. That decision and his action taken thereon were made and done in the exercise of his official functions. They were by no means merely ministerial acts."

From these four cases and from the later decisions of the Supreme Court which have followed and emphasized the limit of the control which courts may exercise by mandamus over the acts of the executive officers of the Government, which those decisions clearly fixed, writ of mandamus may lawfully issue from a court having jurisdiction to compel an executive officer to perform a mere ministerial act which does not call for the exercise of his judgment or discretion, but which the law gives him the power and imposes upon him the duty to do. (*Marbury v. Madison*, 1 Cranch, 137, 158, 161, 2 L. Ed., 60; *Kendall v. U. S.*, 12 Pet., 524, 613, 9 L. Ed., 1181; *U. S. v. Schurz*, 102 U. S., 378, 26 L. Ed., 167; *Butterworth v. Hoe*, 112 U. S., 50, 5 Sup. Ct., 25, 28 L. Ed., 656.) (2) It may issue to command an executive officer to act and decide, even though his act and decision involve the exercise of his judgment and discretion; but in such a case it may not direct him in what particular way he shall act or decide. If may not lawfully issue to command or control an executive officer in the discharge of those of his duties which involve the exercise of his judgment or discretion, either in the construction of the law or in determining the existence or effect of the facts. (3) It may not lawfully issue to review, reverse, or correct the erroneous decisions of an executive officer in such cases, even though there may be no other method of review or correction provided by law. (*Decatur v. Paulding*, 14 Pet., 497, 514, 516, 10 L. Ed., 559; *U. S. v. Black*, 128 U. S., 40, 48, 9 sup. Ct., 12, 32 L. Ed., 354; *U. S. v. Guthrie*, 17 How., 284, 15 L. Ed., 102;

Commissioner *v. Whitely*, 4 Wall., 522, 18 L. Ed., 335; *Georgia v. Stanton*, 6 Wall., 50, 18 L. Ed., 721; *Gaines v. Thompson*, 7 Wall., 347, 19 L. Ed., 62; *U. S. v. Windom*, 137 U. S., 636, 644, 11 Sup. Ct., 197, 34 L. Ed., 811; *U. S. v. Blaine*, 139 U. S., 306, 319, 11 Sup. Ct., 607, 35 L. Ed., 183; *U. S. v. Lamont*, 155 U. S., 303, 308, 15 Sup. Ct., 97, 39 L. Ed., 160.)

Let us apply these rules to the solution of the question which this case represents. The Commission to the Five Civilized Tribes was created by the act of March 3, 1893, making appropriations for current and contingent expenses and for fulfilling treaty obligations with Indian tribes (27 Stat., 645, c. 209, sec. 16), to negotiate an extinguishment of the tribal title, and an allotment in severalty of the lands of the Cherokee Nation, the Choctaw Nation, the Chickasaw Nation, the Muskogee (or Creek) Nation, and the Seminole Nation. Under this act the President appointed three commissioners, and they entered upon the discharge of their duties. By the act of March 2, 1895, making appropriations for sundry civil expenses of the Government, the President was authorized to appoint two additional commissioners, and a suitable appropriation was made to enable the commission to continue its work. (28 Stat., 939, c. 139.) By the act of June 10, 1896 (29 Stat., 339, c. 398), making appropriations for current and contingent expenses of the Indian department, this commission was directed to continue to exercise the authority conferred upon it, and it was charged with the duty of hearing and deciding upon all applications made to it for citizenship in any of the five nations, in these words:

"That said commission is further authorized and directed to proceed at once to hear and determine the application of all persons who may apply to them for citizenship in any of said nations, and after such hearing they shall determine the right of such applicant to be so admitted and enrolled, provided, however, that such application shall be made to such commissioners within three months after the passage of this act. The said commission shall decide all such applications within ninety days after the same shall be made. That in determining all such applications said commission shall respect all laws of the several nations or tribes not inconsistent with the laws of the United States, and all treaties with either of said nations or tribes, and shall give due force and effect to the rolls, usages, and customs of each of said nations or tribes; and provided further, that the rolls of citizenship of the several tribes as now existing are hereby confirmed, and any person who shall claim to be entitled to 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 such testimony are dead or now residing beyond the limits of said Territory, and to use every fair and reasonable means within their reach for the purpose of determining the rights of persons claiming such citizenship, or to protect any of said nations from fraud or wrong, and the rolls so prepared by them shall be hereafter held and considered to be the true and correct rolls of persons entitled to the rights of citizenship in said several tribes; provided, that if the tribe or any person be aggrieved with the decision of the tribal authorities or the commission provided for in this act it or he may appeal from such decision to the United States district court: *Provided, however*, That the appeal shall be taken within sixty days, and the judgment of the court shall be final. That the said commission, after the expiration of six months, shall cause a complete roll of citizenship of each of said nations to be made up from their records and add thereto the names of citizens whose right may be conferred under this act, and said rolls shall be, and are hereby, made rolls of citizenship of said nations or tribes, subject, however, to the determination of the United States courts, as provided herein."

By the act of June 7, 1897, making appropriations for the current and contingent expenses of the Indian department (30 Stat., 84, c. 3), it was provided:

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

In 1898, by the act of June 28, for the protection of the people of the Indian Territory (30 Stat., 502, c. 517, sec. 21), Congress declared that the roll of the Cherokee citizens of 1880 was the roll intended to be confirmed by that and preceding acts of Congress, and then made this enactment:

"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."

It was under these various provisions of the acts of Congress that the Commission to the Five Civilized Tribes heard the claim of the plaintiff in error, and decided that it could not enroll her as a citizen of the Chickasaw Nation. In reaching this conclusion this commission was necessarily required to consider these various acts of Congress, and to determine in the first instance whether or not it had the power to hear and determine the merits of the application of the plaintiff in error at the late day when she filed it. If it determined this question in the affirmative, it was then compelled to consider and determine the legal effect of articles 26 and 38 of the treaty with the Choctaws and Chickasaws (14 Stat., 777, 779), of section 7 of the general provisions of the Chickasaw constitution, which was adopted in 1867 (Constitution, Treaties, and Laws of the Chickasaw Nation, 1890, p. 19), and of the amendments of the laws of the Chickasaw Nation enacted by its legislature on September 24, 1887 (Constitution, Treaties, and Laws of the Chickasaw Nation, p. 143, sec. 3), and on October 1, 1890 (Codified Laws of the Chickasaw Nation, 1899, p. 270). These provisions of the treaty, of the constitution, and of the statutes read in this way:

"ART. 26. The right here given to Choctaws and Chickasaws, respectively, shall extend to all persons who have become citizens by adoption or intermarriage of either of said nations, or who may hereafter become such." (14 Stat., 777.)

"ART. 38. Every white person who, having married a Choctaw or Chickasaw, resides in the said Choctaw or Chickasaw Nation, or who has been adopted by the legislative authorities, is to be deemed a member of said nation, and shall be subject to the laws of the Choctaw and Chickasaw nations according to his domicile, and to prosecution and trial before their tribunals, and to punishment according to their laws in all respects as though he was a native Choctaw or Chickasaw." (14 Stat., 779.)

"SEC. 7. That every white person, who having married a Chickasaw Indian, or who has been adopted by the legislative authorities of said nation, shall be entitled to all the rights, privileges, and immunities guaranteed to them only by the thirty-eighth article of the treaty of 1866, with the Choctaw and Chickasaw Indians." (Constitution, Treaties, and Laws of the Chickasaw Nation, p. 19.)

The amendment of 1887 provides:

"That no marriage heretofore solemnized, or which may hereafter be solemnized, between a citizen of the United States and a member of the Chickasaw Nation, shall enable such citizen of the United States to confer any right or privilege whatever, in this nation, by again marrying another citizen of the United States, or upon such other citizen of the United States or their issue." (Constitution, Treaties, and Laws of the Chickasaw Nation, p. 143.)

The amendment of 1890 provides:

"That every United States citizen who has heretofore become a citizen of the Chickasaw Nation, or who may hereafter become such by intermarriage and be left a widow or widower by the decease of a Chickasaw wife or husband, such surviving widow or widower shall continue to enjoy the rights of citizenship unless he or she shall marry another United States citizen, man or woman, as the case may be, having no right of Chickasaw citizenship by blood. In that case all his or her rights as citizens shall cease, and shall forfeit all rights of citizenship in this nation." (Codified Laws of the Chickasaw Nation, 1899, p. 270.)

The question in hand is whether, under the provisions of the acts of Congress, of the treaty, and of the constitution and laws of the Chickasaw Nation, it is the province of the courts to control the decisions or correct the errors of the Commission to the Five Civilized Tribes in its determination of the questions of tribal citizenship, by the use of the writ of mandamus. If that Commission had refused to hear and determine the application of the plaintiff in error, the writ might have issued to compel it to render a decision; but it has decided the question and has held that the Commission can not lawfully enroll the applicant. The relief sought by this writ is not a decision, but a reversal of a decision already rendered by the Commission. Was there any error in the refusal of the courts below to use the writ to accomplish this effect? The act of June 10, 1896, limited the time within which applicants might present their claims for citizenship to three months from its date. It provided for a speedy determination of the questions presented by the various applications and gave to each applicant a right to a review of the action of the Commission by an appeal to the Federal court. The plaintiff in error did not file her petition within the time limited by this act, and by her laches she lost the right of appeal, if she did not also lose the right to a hearing. There may be grave doubt whether or not at the time she filed her application, in September, 1897, or at any time thereafter, the Commission had jurisdiction to hear and determine it or to enroll her as a citizen. If it had no such power, it goes without saying that the writ of mandamus was properly denied, because no court should command any officer to do an act beyond his jurisdiction. Conceding, however, but not deciding, that the application of the plaintiff in error was in time to entitle her to a hearing and decision, that the facts which she alleged were admitted, and that it was the duty of the Commission to hear and decide the question of her right to citizenship according to the law and the very right of the matter, the power and duty of the court below and of this court are no less certain. It is conceded that the commissioners are executive officers. It is not their sole or chief function to hear and determine controversies between contending parties. Nevertheless, in the determination of the citizenship of the parties who apply to them for membership in the Five Nations they are vested with judicial powers by the acts of Congress. They have the authority to compel the attendance of witnesses, to send for persons and papers, to hear evidence, "to use every fair and reasonable means within their reach for the purpose of determining the rights of persons claiming such citizenship," and, above all, they are empowered "to hear and determine the application of all persons who apply to them for citizenship." This grant of power is plenary. It vests the authority and imposes the duty upon this Commission to hear and decide every question of law and of fact which is material to the right of the applicant to enrollment as a citizen of the nation. Take the case at bar. The facts are conceded. But do these facts entitle the applicant to be enrolled as a citizen of the Chickasaw Nation? Does the provision of article 38 of the treaty of 1866, that "every white person who, having married a Choctaw or Chickasaw, resided in said Choctaw or Chickasaw Nation \* \* \* is to be deemed a member of said nation" apply to those who, like the plaintiff, were married subsequent to the adoption of the treaty? Are the amendments of the laws of the Chickasaw Nation, made by its legislature in 1887 and in 1890, which by their terms prohibit the plaintiff from acquiring any rights of citizenship in that nation by her intermarriage with the white widower of a deceased Indian woman, void

in the face of the treaty, or are they consistent with its provisions and with the acts of Congress and fatal to the claim of the plaintiff in error? The consideration and decision of these questions were indispensable to the determination of the plaintiff in error's right to the citizenship she sought, and the acts of Congress intrusted their consideration and decision to the judgment and discretion of the Commission and not to those of the courts. Under these acts of Congress the Commission to the Five Civilized Tribes is a special tribunal, vested with judicial power to hear and determine the claims of all applicants to citizenship in the Five Tribes, and its enrollment or refusal to enroll the applicant in each particular case constitutes its judgment in that cause. In the case before us this tribunal has heard and determined the claim of the plaintiff. Whether its decision was right or wrong is immaterial to this court, and that question will not be considered. Congress saw fit to intrust to the judicial discretion of the Commission the determination of the application of the plaintiff in error and of every question of law and of fact which that decision involved. Under the settled rules to which attention was called in the opening of this opinion no court has jurisdiction by the use of the writ of mandamus to substitute its own opinion for that of the tribunal to which the law intrusted the decision of these questions, to control the judicial discretion of that tribunal, to correct its errors, or to reverse its decision. The judgments of the courts below were right, and they are affirmed."

The writ sought to be invoked in this case is not the writ of mandamus sought in the *Kimberlin* case, *supra*, but the law governing the powers of the court in the issuance of both writs are so nearly akin that we believe whether applicable in one case it is equally applicable in the other; and it has been said:

The writ of injunction may be regarded as the correlative of the writ of mandamus, the one restraining the performance of an unlawful act and the other requiring the performance of a lawful act or neglected duty. Injunction is like mandamus in that it is an extraordinary remedy, which can be invoked only where complainant's right is clear and there is no other adequate remedy, but mandamus will not be granted where the applicants rest merely on an equitable right. (1 *Beach on Injunction*, par. 9.)

The Supreme Court of the United States says:

It may, however, be suggested that the relief sought in all those cases was through the writ of mandamus, and that the decisions are based upon the special principles applicable to the use of that writ. This is only true so far as these principles assert the general doctrine that an officer to whom public duties are confided by law is not subject to the control of the courts in the exercise of the judgment and discretion which the law reposes in him as a part of his official functions. Certain powers and duties are confided to those officers, and to them alone, and however the courts may, in ascertaining the rights of parties in suits properly before him, pass upon the legality of their acts, after the matter has once passed beyond their control there exists no power in the courts, by any of its processes, to act upon the officer so as to interfere with the exercise of that judgment while the matter is properly before him for action. The reason for this is that the law reposes this discretion in him for that occasion, and not in the courts. The doctrine, therefore, is as applicable to the writ of injunction as it is to the writ of mandamus.

In the one case the officer is required to abandon his right to exercise his personal judgment and to substitute that of the court by performing the act as it commands. In the other he is forbidden to do the act which his judgment and discretion tell him should be done. There can be no difference in the principle which forbids interference with the duties of these officers, whether it be by writ of mandamus or injunction. (*Gaines v. Thompson*, 7 Wall., 347.)

Speaking further of the right to enjoin officers whose duties require the exercise of judgment and discretion, Mr. High says:

Delicate and interesting questions have frequently arisen touching the extent to which the judiciary may interfere with the executive department of the Government, either State or National, and the jurisdiction of equity to enjoin the acts of officers whose duties partake of an executive or quasi-executive character, the true test of all such cases is as to the nature of the specific act in question rather than as to the general functions and duties of the officers. If the act which it is sought to enjoin is executive instead of ministerial in its character, or if it involves the exercise of judgment and discretion upon the part of the officer as distinguished from a merely ministerial duty, its performance will not be prevented by injunction. (2 *High on Injunction*, par. 1326.)

Courts will not interfere with the officers of the Government while in the discharge of their duties in disposing of the public lands, either by injunction or mandamus. (*Marquez v. Frisbie*, 101 U. S., 473-475; *Litchfield v. Register*, 9 Wall., 575; *Gaines v. Thompson*, 74 U. S., 347; *The Secretary v. McGarrahan*, 9 Wall., 298; *Bockfinger v. Foster et al.*, 23 *Supreme Ct. Reporter*, 836.)

This special tribunal, vested by Congress with judicial powers to determine every question of law and fact which is material to the right of the applicant to enrollment as the citizen of a nation, can not be controlled in the exercise of its judicial discretion either by mandamus or injunction.

But aside from this position a careful reading of the decree of *Whitmire v. The Cherokee Nation* can lead but to one conclusion, and that is that the rights of the freedmen to distribution in the property of the Cherokee Nation must be measured by the treaty of 1866.

What was the controversy settled in the Court of Claims at Washington?

First. That the acts of the Cherokee national council of April 26, 1886, November 25, 1890, and May 3, 1894, in relation to the distribution of the national funds discriminating against the Cherokee freedmen are void and contrary to

and in derogation of the constitution of the Cherokee Nation and the provisions and stipulations of article 9 of the treaty of 1866.

Second. That out of the \$8,595,736, "the three funds referred to," paid to the Cherokee Nation as the proceeds of the sale by the nation of the "Cherokee Outlet," the Cherokees by blood having had \$7,240,000, the freedmen are entitled to \$903,365.

Third. That to ascertain who are the individual freedmen of the Cherokee Nation entitled to share in said \$903,365 a commission should be appointed to ascertain the number of such freedmen entitled to share in the distribution of that sum of money at that time.

Fourth. That upon a roll of such freedmen being made by said commission and approved by the Secretary of the Interior he will cause said \$903,365, less costs and expenses, to be paid to said freedmen.

Fifth. 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 3rd 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.

The common property of the Cherokee Nation is now about to be divided. It would seem that this commission appointed by the Secretary of the Interior was for the purpose only of fixing a basis for the payment of the \$903,365, and not as a basis for division of the public lands of the nation.

The temporary injunction is dissolved and the bill dismissed for want of equity.

C. W. RAYMOND, *Judge*.

## APPENDIX No. 7.

### OPINION OF ASSISTANT ATTORNEY GENERAL, ENROLLMENT OF CHEROKEE FREEDMEN.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF THE ASSISTANT ATTORNEY-GENERAL,  
*Washington, January 13, 1904.*

The SECRETARY OF THE INTERIOR.

SIR: I am in receipt by reference of November 27, 1903, for opinion upon the matters presented by the letter from the Commissioner of Indian Affairs and five inclosures, submitting a report from the Commission to the Five Civilized Tribes relative to the period of six months, mentioned in Article IX of the treaty of 1866 (14 Stat., 799), within which Cherokee freedmen should have returned to the Cherokee Nation.

September 22, 1903, the Department called the attention of the Commission to the Five Civilized Tribes to its decision in the case of George Bryant, applicant for enrollment of himself and Jennie Morgan as Cherokee freedmen, which was denied by the Commission because Bryant did not return to the Cherokee Nation until after January 19, 1867, and requested to be advised upon what authority the Commission held that he was barred from enrollment, the Court of Claims having held (31 C. Cl., 148) that the period of six months limited by Article IX of the treaty of July 16, 1866 (14 Stat., 799, 801), "extends from the date of promulgation of the treaty August 11, 1866, and consequently did not expire until February 11, 1867."

October 5, 1903, the Commission reported that its authority to make a roll of Cherokee freedmen is found in paragraph 2 of section 21 of the act of June 28, 1898 (30 Stat., 495, 502), which provided that—

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.

That the departmental instructions of May 14, 1900, said, "this direction is plain and explicit," and that the decree referred to held that the persons entitled to be enrolled were—

all free colored persons who resided therein (in the Cherokee Nation) July 19, 1866, or returned thereto within six months thereafter, and their descendants who are settled and incorporated into the Cherokee Nation \* \* \* 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 resident therein at the date of said treaty, or who had returned thereto within six months of said last-mentioned date, and their descendants, \* \* \*

The Commission further states it is not authorized to take the treaty as its guide, but by the terms of the act must follow the terms of the decree referred to. It then proceeds to examination of the decree itself. In view of the Commission, the words of the decree, "at the date of the treaty," must be held to have reference to "the date when the treaty went into effect." The Commission then argue to the point that treaties operate from their dates of signature, and not from their date of ratification, and consequently that the limitation must be construed to run from July 19, 1866, and not from August 11, 1866, when it was promulgated.

November 20, 1903, the Indian Office transmitted the report, expressing its opinion at some length, with great clearness and force, that the period of limitation must be held to run only from the promulgation of the treaty, which it is clearly shown has been the construction of the provision ever since the departmental instructions of February, 1896, to the commission, created by decree of the Court of Claims, filed February 3, 1896, in the case of Whitmire, trustee, *v. The Cherokee Nation*.

The rule stated by the Commission is no doubt applicable between signatory parties for the purpose of determining their mutual rights of sovereignty over territory ceded and those of international character. Thus, when the question arose whether the Spanish authorities could lawfully grant an exclusive ferry franchise in the territory ceded to France by the treaty of St. Ildefonso after

signing the treaty but before its ratification, the court, in *Davis v. The Police Jury of Concordia* (9 How., 280, 289), held:

All treaties, as well those for cessions of territory as for other purposes, are binding upon the contracting parties, unless when otherwise provided in them, from the day they are signed. The ratification of them relates back to the time of signing. (Vattel, B. 4, c. 2, sec. 22. Mart. Summary, B. 8, c. 7, sec. 5.)

It is true that in a treaty for the cession of territory its national character continues for all commercial purposes, but full sovereignty for the exercise of it does not pass to the nation to which it is transferred until actual delivery. But it is also true that the exercise of sovereignty by the ceding country ceases, except for strictly municipal purposes, especially for granting lands.

But a different rule obtains respecting personal rights to be asserted under or derived from a treaty. Thus, in *United States v. Arredondo* (6 Pet., 689, 748-749), the court held that—

It is lastly objected that the extension of time by the intendant in December, 1820, was without authority, being subsequent to the ratification of the treaty by the King of Spain. But the ratification by the United States was in February following, and the treaty did not take effect till its ratification by both parties operated, like the delivery of a deed, to make it the binding act of both. That it may and does relate to its date as between the two Governments, so far as respects the rights of either under it, may be undoubted; but as respects individual rights in any way affected by it a very different rule ought to prevail. To exact the performance of the condition of settlement of 200 Spanish families or any great progress in its commencement after the date of the treaty and during the confused and uncertain state of things preceding its ratification would be both unreasonable and unjust, and if the question were new in this court we should have no hesitation in saying that as to the grants of land, subject to the condition of settlement, the ratification of the treaty must be taken at its date. But the question is not a new one. In 1792 the State of Pennsylvania passed a law for the sale of her vacant lands. The warrants issued under it contained a condition of improvement and settlement within two years from their date, unless prevented by force of arms of the enemies of the United States from making and continuing such settlement. The treaty of Grenville was made in August, 1794, but not ratified till December, 1795. The uniform decisions of the supreme court of Pennsylvania and the solemn decision of this court in *Huidekoper's Lessee v. Douglass* have settled the date of the treaty to be its ratification so far as it bears on or in any way affects the rights of parties under the land laws of Pennsylvania. The obligation to settle did not begin till the expiration of two years thereafter, and if commenced in the course of the following spring the condition has been considered as complied with. (3 Cranch., 1, 65; 4 Dall., 199.)

And in *Haver v. Yaker* (9 Wall., 32) the question arose whether alien Swiss relatives could inherit property of one who died between the date of a treaty and its ratification. The court (ib., 34-5) held:

It is undoubtedly true, as a principle of international law, that, as respects the rights of either government under it, a treaty is considered as concluded and binding from the date of its signature. In this regard the exchange of ratifications has a retroactive effect, confirming the treaty from its date; but a different rule prevails where the treaty operates on individual rights. The principle of relation does not apply to rights of this character which were vested before the treaty was ratified. In so far as it affects them it is not considered as concluded until there is an exchange of ratifications, and this we understand to have been decided by this court in *Arredondo's* case, reported in 6th Peters. The reason of the rule is apparent. In this country a treaty is something more than a contract, for the Federal Constitution declares it to be the law of the land. If so, before it can become a law the Senate, in whom rests the authority to ratify it, must agree to it. But the Senate are not required to adopt or reject it as a whole, but may modify or amend it, as was done with the treaty under consideration. As the individual citizen on whose rights of property it operates has no means of knowing anything of it while before the Senate, it would be wrong in principle to hold him bound by it, as the law of the land, until it was ratified and proclaimed. And to construe the law so as to make the ratification of the treaty relate back to its signing, thereby divesting a title already vested, would be manifestly unjust and can not be sanctioned.

The obligation of the Cherokee Nation to receive into its citizenship the freedmen coming within the classes defined by the treaty of 1866 became fixed July 19, 1866, when the treaty was signed. But the limitation of time imposed by the article was one affecting individual right only, and must, under the authorities cited, begin to run, not from date of the treaty, but from its promulgation. Until ratified and promulgated the public at large and persons affected can have no knowledge of its terms or of their privileges or liabilities under it. Until its promulgation it is not a law governing the rights and duties of private persons, but it is a mere secret or private paper, belonging to the signatory nations—part of their secret archives. It may never have the force of law. It sometimes happens that long intervals elapse between signature of a treaty and its ratification and promulgation as law. The treaty of January 15, 1838 (7 Stat., 550), with the New York Indians was not ratified and proclaimed until April 4, 1840. From the fact that ratification by the Senate is necessary before a treaty can be proclaimed, the period between signing of a treaty and its being proclaimed and becoming effective must in every case be uncertain.

In the present case the signatory parties fixed the period of six months as a reasonable time within which an individual entitled to the benefits of Article IX, then absent from the Territory, should return. Had the period between signing and proclamation of the treaty exceeded six months, no one would have



the hardihood to contend that the limitation should run from the date of signing, for it would impute fatuity to the signatory parties to suppose they intended that rights guaranteed by a treaty were by the terms of the instrument barred and lost before any one entitled to its benefits was warned to act or even informed of the benefit.

But as the signatory parties deemed and fixed six months as the reasonable period it is no more rational or permissible to reduce the time to about five months by the delay of proclamation than to take away the time altogether by a longer delay. It is therefore clear, and I am of opinion, that, viewed as an original question, the proper construction of the treaty is that the limitation began to run from August 11, the date of proclamation, and not from July 19, the date of signing.

But if that were a doubtful question and this construction an erroneous one the parties are concluded by the judgment of the court. In the case of *Whitmire v. The Cherokee Nation* the act of October 1, 1890 (26 Stat., 636), conferred jurisdiction upon the Court of Claims of a suit by the Cherokee freedmen "for all moneys, lands, and rights which shall appear to be due \* \* \* under the provisions of the aforesaid articles of the treaty." It was a necessary incident to determining the amount due to also determine the class of persons who were entitled to the benefit of Article IX of the treaty, and in so doing, as one of the questions involved, to determine whether one returning to the nation between January 19 and February 11, 1867, was entitled to the benefit of the provision.

In its decree of February 3, 1896, the court, referring to the date of the treaty, July 19, 1866, used that as the day from which the limitation began to run and included those who "returned thereto within six months thereafter." What the court was then considering, as examination of the decree clearly shows, was not the minor question when the limitation began to run, but the other and major question, whether the freedmen, as a class, had been "incorporated into the Cherokee Nation." Later, February 18, 1896 (31 C. Cl. R., 148), the court was called upon to construe its decree, and held—

that this period of six months extends from the date of the *promulgation of the treaty*, August 11, 1866, and consequently did not expire until February 11, 1867.

April 15, 1896, upon motion of some of the parties, the attention of the court was again called to the matter, and it held (ib., 148) that—

The court, after further consideration, adheres to the opinion communicated to the Commissioner of Indian Affairs February 18, 1896.

It is an incident of jurisdiction of a cause that a court may construe, interpret, correct, and amend its own decrees to make them conform to its intent and to express the judgment actually or intended to be pronounced. The record of its decree is not its own act, but that of the clerk or of counsel. But as the court has custody and full control of its own records, it has always power to correct them. This the court did, and when a third time its attention was called to the matter, upon a reconsideration of this precise question, adhered to and reaffirmed it. This became thereby a part of the decree, as though so written, February 3, 1896. This was all done prior to June 28, 1898, and it is the judgment so interpreted by the court to which the act of that date has reference. If this be not satisfactory to the parties, their only remedy is to seek correction of the decree by the court. As it now stands it is an adjudication conclusive on the parties and the Executive and upon Congress until it provide some other rule or basis than the decree for enrollment of the Cherokee freedmen.

But for the guidance of the Commission to the Five Civilized Tribes the instructions given by the Secretary of the Interior are conclusive. The instructions fixing February 11, 1867, as the date when the limitation was complete, though the Commission may deem that date erroneous, it is not for them to adopt another. They may submit their view for advice of the Secretary and suggest a change of the instructions, but they clearly go beyond their proper powers when they assume to enter a judgment in direct contravention of the instructions given to guide and control them.

I am therefore of opinion that the proper date when the limitation began to run, upon a proper construction of the treaty, were that an open question, is August 11, 1866. But whether that be so or not the parties and the Executive are concluded by the adjudication of the court that such is the date and that this date so fixed is within the letter and the intent of the act of June 28, 1898.

Very respectfully,

FRANK L. CAMPBELL,  
Assistant Attorney-General.

Approved, January 13, 1904.

E. A. HITCHCOCK, Secretary.

## APPENDIX No. 8.

### REPORT OF COMMISSION, SEGREGATION OF DELAWARE LANDS.

MUSKOGEE, INDIAN TERRITORY, *December 31, 1903.*

The Honorable the SECRETARY OF THE INTERIOR.

SIR: We have the honor to transmit herewith a list of lands of the Cherokee Nation constituting the Delaware segregation, which lands the Commission has caused to be so segregated in accordance with section 23 of the act known as "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" (Pub. Doc. 241), approved by the President July 1, 1902, and ratified by the Cherokee Nation August 7, 1902, and commonly referred to as the last Cherokee agreement.

This is amendatory or in lieu of any other list or data that this Commission has heretofore adopted or considered for this segregation.

We also send you certain accompanying papers, which will be more definitely referred to later on in this communication.

The Commission deems it necessary to make a full report upon this matter, not only because of its general importance, but also because of the gradual but ultimately complete revelation of the extraordinary character of the list of lands, 157,604.66 acres in extent, presented to the Court of Claims by counsel for the Delawares, and subsequently accepted by this Commission as a segregation for the Delawares, and of the still subsequent proceedings of said counsel in connection therewith.

The document referred to provided by its terms for the correction of wrongs and errors; but when evidence appeared of glaring wrong, amendment and even investigation were bitterly opposed by said counsel, unsustained and inadequate denials have been made, novel and astonishing doctrine has been advanced, and the whole matter has become revealed as the most ingenious, persistent, and comprehensive scheme, under a pretext of law, to hold land for personal benefit and contrary to law, and to appropriate the lawful holdings of others without their knowledge or consent, that the Commission has yet come in contact with.

The law and instructions under which the Commission has made this segregation are as follows:

Section 23 of the last Cherokee agreement, previously referred to, 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.

The instructions of the Department and the steps heretofore taken by the Commission in regard to making the Delaware segregation are duly set forth in the following quotations from departmental letters addressed to the Commission:

In Acting Secretary Ryan's letter of October 6, 1903 (I. T. D., 4194-1903), it is said that—

\* \* \* April 20, 1903, your Commission made a report of its action with respect to compliance with the provisions of said section 23, from which report it appears, among other things, as follows: That on December 16, 1902, there was filed with your Commission by Walter S. Logan, claiming to be the attorney for the Delaware Indians, a schedule of lands, segregating 157,600 acres, selected by Delawares, and claimed by them under the agreement of April 8, 1867, with the Cherokee Nation; that on December 17, 1902, by resolution, your chairman was instructed to "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 schedule above referred to; that on January 1, 1903, your Commission opened the Cherokee allotment office at Vinita, Indian Territory, and proceeded to the allotment of the remaining lands of the Cherokee tribe; that on January 23, 1903, your Commission received from Richard C. Adams, claiming to represent the Delaware Indians, an alleged corrected schedule of lands selected by them; that since January 1, 1903, a number of Cherokee citizens have made applications for allotments of lands embraced wholly or in part in the aforesaid schedules, claiming to have been for years in the possession of the lands asked for and to own valuable improvements thereon, and that "no Delaware citizen has ever occupied such lands or owned any improvements thereon;" that a number of Delaware Indians, since the filing of said schedules and the opening of the allotment office, have made requests to be "allowed to make final selections of land containing their improvements and upon which they reside, claiming that no portion of the lands occupied by them is included within the said Delaware segregation;" that the Commission has been advised that there are "numerous other Delaware citizens whose improved lands are not included within the said segregation," and "whose property rights are thus unprotected." Your Commission states, among other things, that it believes 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 other citizens of the Cherokee Nation." The schedules of lands so selected by the Delaware Indians were not transmitted to nor formally approved by the Secretary of the Interior.

The act referred to above imposes upon your Commission the duty of investigating and determining what lands are subject to segregation, and your Commission can not substitute the judgment of the Delaware Indians, or any of them, or anyone acting for them or any of them, for your own judgment in this matter. To be effective, the segregation must be approved by the Secretary of the Interior, and, pending such approval, your Commission should not proceed to allot any of the lands in the Cherokee Nation. When the segregation is made and approved, no application for allotment of any of the lands so segregated should be received by your Commission pending the determination of the suit in question.

It seems clear that the list or schedule of lands does not meet the requirements of the statute in that it does not include all the lands which have been selected and occupied by Delawares and in that it does include lands which no Delaware has selected and occupied, but to which other Cherokee citizens have claims based upon alleged settlement and improvements thereon. You will therefore proceed at once to make such examination and investigation as will enable you to determine what tracts should be added to said list and what tracts now embraced therein should be excluded, care being taken to make the list cover the full quantity of land required to be segregated. You will as soon as possible report the results of such investigation, with suitable recommendations in the premises. In the meantime, and until the segregation shall have become effective, you will suspend all proceedings looking to the allotment of lands in the Cherokee Nation.

In your letter of October 29, 1903 (I. T. D., 4194-1903), the following statement is made:

By letter of October 6, 1903, you were directed to make such examination and investigation as would enable you to determine what tracts of land should be added to the list of lands to be segregated for the protection of the Delaware Indians in the Cherokee Nation, and what tracts embraced in the list heretofore made out should be stricken therefrom. It is important that a final list should be made up and approved as soon as may be. It is equally important, however, that the interests of all concerned should be carefully respected and protected.

In order that the Department may have a better understanding of the condition of affairs, and to the end that speedy action may be taken when you shall submit a new list for action by the Department, these further instructions are given: You will, at your earliest convenience, make up a list of the tracts embraced in the former list which, as shown by the records of your office, are claimed and occupied by Delaware Indians, and to which there are no adverse claims. You will make another list, which shall embrace all tracts claimed by Delaware Indians, but not included in the list heretofore presented to you. You will make a third list, embracing the tracts included in the list heretofore presented, to which some Cherokee citizen other than a Delaware makes claim. You will transmit with each of these lists a statement of the condition of the tracts embraced therein as to the occupancy thereof and improvements thereon so far as the same are known to you, and will also recommend what action should be taken by the Department upon each of such lists.

These instructions are not intended to supersede those of October 6, and you will therefore proceed upon any line of examination and investigation which may have been entered upon under those instructions.

It may be here said that when the last Cherokee agreement was finally ratified, August 7, 1902, and the way made clear to begin in a satisfactory manner the allotment of the lands of the Cherokee Nation, it was the desire of the Commission to commence that work with as little delay as possible; and January 1 following was fixed upon as a desirable date upon which to open the Cherokee land office and begin the work of allotment in the Cherokee Nation. But, as

the suit between the Delawares and the Cherokees was still pending, it was necessary, under the law, to make the Delaware segregation before the general allotment of the Cherokee lands could begin. Anticipating delay in case the Commission had to proceed only upon the basis of its own records in making this segregation, recourse was had to adopting, as the segregation, a list of the required amount of land which had been filed, by agreement between Walter S. Logan, attorney for the Delawares, and William T. Hutchings, attorney for the Cherokees before the Court of Claims in the suit then pending before that court.

Said agreement of counsel was 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 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 report: Provided, however, such substituted descriptions do not interfere with the lawful rights or claim of other Cherokee citizens.

WALTER S. LOGAN,  
*Attorney for Petitioner.*  
WILLIAM T. HUTCHINGS,  
*Attorney for Respondents.*

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

The proceedings in making the foregoing list had been, apparently, of a laborious and painstaking character. The record (pages 363-387, inclusive, and 736-777, inclusive, No. 21139, Court of Claims) shows that this was the third list made by the Delawares or by representatives of Delawares. This list, as has been seen, was accompanied by a proviso that "such substituted descriptions do not interfere with the lawful rights or claims of other Cherokee citizens," thus making provision for the correction of mistakes or wrongs; and, the document being concurred in by counsel, it seemed to give every reasonable assurance of being at least an approximately fair and correct list of lands and a safe agreement, and as such it was duly adopted by the Commission, and the Cherokee land office was opened January 1, 1903.

Certain minor clerical errors were found, and by agreement corrected; but soon after the opening of the Cherokee land office certain Cherokee citizens, not of Delaware blood, discovered, upon applying for the allotment of their homes and improved allottable lands, that the same had, in whole or in part, been included in the list in question, which, as stated, had been segregated by the Commission, and which for convenience will now be referred to as the Adams and Logan list.

This list is what may be termed a blanket list. It does not contain the names of the holders of the land, and there was no ready way for the people to learn its real character and composition until they applied at the land office for the allotment of their lands.

The Commission was equally dependent, so far as any information conveyed on the face of the list is concerned, upon what would be developed in the course of applications for allotment. If the homes and lawful holdings of the Cherokees not Delawares, had been put into the list arbitrarily, and without purchase or the knowledge or consent of such Cherokees, such facts would then appear.

But the Commission should have been put upon its guard by the omission of the names of the holders of the land, which omission was not made in the first list presented to the Court of Claims, previously referred to, and it should have checked said list with the improvement plats, showing the holders and lands, very laborious though such work is. But such was our confidence in the integrity of an agreed-upon descriptive list of property in dispute, formally presented to a court of the United States, and in the sufficiency and good faith of the proviso safeguarding "the lawful rights or claims of other Cherokee citizens," that our attention was not arrested by this omission of names, and the necessity of the examination referred to did not at the time impress us.

When, however, the Commission permitted these Cherokees to give expression to what they deemed their "lawful rights and claims," by proceedings which were "applications" only in name, and were in fact but claims, we were assailed by an application for an injunction upon the ground that we were allotting land segregated for the Delawares, and we are informed that the members of this Commission are now made parties to a suit alleging great damages to Mr. Adams and his associates for proceedings of this character, but represented to be of a very different character.

It is needless to elaborate the fact that no such land was ever allotted or permitted, in the usual and proper sense of the term, to be even "applied" for.

except in a very few instances by clerical error, which cases were promptly discovered and corrected. The words "application for an allotment," when used in connection with a proceeding of this kind, have been so used only for the lack of a more satisfactory expression, and they are likely to be misleading. These "applications" are a special class. They are, as has been stated, merely claims, which might be permitted to be made in any one of various ways; and which, after all, are simply protests by citizens against the taking of their land, and a step toward presenting their "lawful rights or claims," which were presumably safeguarded by agreement between counsel.

The continued discovery of the inclusion of the homes and allottable lands of the Cherokee in the Adams and Logan list was as great a surprise to the Commission as it was to the Cherokee themselves, and it led to our communication to the Department of April 20, 1903, previously referred to.

We now send you a list, marked "A," which gives a partial idea of the extent of this wrong. Correcting certain errors found in an earlier list, and leaving out certain points in dispute, this list gives the names of 239 Cherokee citizens, who, as original claimants, testify under oath that they are the sole possessors of their homes and allottable lands, which are found to be included, in whole or in part, in the Adams and Logan list. The extent of each citizen's property thus shown to have been taken without his knowledge or consent is given, and the total amount of this exhibit of land is 13,375.80 acres.

This, as indicated, is, however, but a partial statement of the case, for two-thirds of the Cherokees have not yet appeared at the land office.

In arriving at the total, however, of lands of Cherokees not of Delaware blood included in the Adams and Logan list, there must be considered not only the foregoing, and probably very much more, land of Cherokees which appears to have been put into said Adams and Logan list without the knowledge or consent of the lawful holders of said land, but also considerable bodies of land of certain Cherokees which have been put into that list with the knowledge and consent of the holders. \*

Passing to the consideration of the grand total of land in the Adams and Logan list that is shown by our records to belong to Cherokees not of Delaware blood, and including, as a part, the lands just referred to in Exhibit A, attention is now called to Exhibit B, herewith inclosed, which gives the names of all such Cherokees, their citizenship card numbers, and the lands, as per townships, shown, as stated, to be owned by them. The aggregate of such land is 39,120.45 acres.

It is not to be asumed that all of this land will be revealed to have been put into the Adams and Logan list without the knowledge or consent of the holders, as before indicated. Some Cherokee holders of large bodies of land are understood to have made trades with Mr. Adams by which their lands became included in the Adams and Logan list.

It was intended to send you a list of this land grouped into totals of individual holdings, and we hope to send you such an arrangement of the data in a short time. But a present partial examination shows the following Cherokee citizens to be among the principal holders of these lands, and the amounts of their holdings:

Robert L. Owen-----	6,931.75 acres.
Francis B. Fife-----	2,579.98 acres.
Edward L. Halsell-----	1,462.62 acres.
Jacob H. Bartles-----	1,149.62 acres.
Total -----	12,123.97 acres.

A careful analysis of the Adams and Logan list shows the following to be the totals of lands of different classes constituting that list:

*Total acreage of land of different classes found to constitute the Adams and Logan list of land, as per the records of the Commission.*

No. of acres held by registered Delawares with no adverse individual claimants	61,006.97
No. of acres held by registered Delawares, but having adverse claimants-----	1,550.22
No. of acres held by nonregistered Delawares, no adverse claimants-----	26,258.49
No. of acres held by nonregistered Delawares, but having adverse claimants--	1,358.59
No. of acres held by Cherokees-----	39,120.45
No. of acres held by unidentified parties-----	11,103.63
No. of acres of public domain-----	17,102.44
No. of acres in town sites, approved-----	48.87
No. of acres in town sites, not approved-----	55.00
Total of the Adams and Logan segregation-----	157,604.66

The following quotations from correspondence gives the explanations of their list made by Mr. Adams and Mr. Logan. Mr. Adams makes certain business and statistical statements and offers terms of adjustment, and Mr. Logan justifies his list by a claim of legal right that is new to the Commission and apparently quite extraordinary in its character.

In this connection, in a letter addressed to the commissioner in charge of the Cherokee land office, December 7, 1903, Mr. Adams says:

\* \* \* For the information of the Commission and for future reference I hand you herewith a memorandum showing lands that I have purchased from certain Cherokees who formerly owned improvements thereon. These improvements belong to me. The land is put into the Delaware segregation and belongs to the Delaware Indians, subject to future determination of the Delaware council and the decision of the Supreme Court in the case now pending. The Delaware Indians contracted to pay me in land for services rendered in defending their interests. This they would prefer to do, but if for any reason they can not, then this land belongs to them, and I will have to look to them to give me compensation for my services through other means. In any event, the lands described in the memorandum herewith inclosed do not belong to Cherokee citizens, said citizens having parted with their right to select the same by receiving cash consideration from me for whatever rights they had in and to the lands and improvements. I can send you at any time you wish copies of the original deeds or bills of sale, or the originals themselves if need be.

In addition to the lands in the inclosed list, I have some other lands of which at this writing I have not prepared a memorandum. \* \* \*

If there is any way in which I can assist you or the Commission in regard to the segregation of the Delaware lands I will be glad to render such aid as is in my power.

A copy of the list above referred to by Mr. Adams is inclosed.

In the same connection Hon. James K. Jones, as counsel for Mr. Adams, submitted, December 23, 1903, the following proposition:

Mr. Adams authorizes me to say that he holds the lands standing in his name in the agreed list of lands submitted for segregation for his people, the registered Delawares and the descendants of registered Delawares, and not for himself. That in acquiring these lands for the benefit of his people he has expended his own money, and that he believes his people will, in the event of the establishment of their claim, reimburse him for all such expenditures, as well as for his risks and services in their behalf.

That for the purpose of inducing you to include these lands in the Delaware segregation for the benefit of his people, and subject to the action of the Supreme Court, he stands ready to, and hereby proposes to, convey all such lands in any way that you may suggest to any committee of Delaware Indians, to be selected by you or your Commission, to be held by them under the direction of your Commission for the sole benefit of the Delaware tribe of Indians.

If under these safeguards you are willing to allow his people to have the benefit of these lands, bought with his money for their use, by including them in the Delaware segregation, he will at once execute such conveyance as you may suggest to any parties named by you. \* \* \*

On December 26, 1903, Mr. Adams wrote the Cherokee land office as follows:

Inclosed I hand you copy of certain deeds and papers relating to the improvements I purchased on lands in the Cherokee Nation, which I desire to have segregated for the benefit of the Delaware Indians. Many of these papers are recorded in the records of improvements of the Illinois district. Such as are so recorded are so marked, and such as are not recorded I have the originals in my office. These copies are not certified copies, but they have been carefully compared. I can, if you desire, send the original papers to you at any time that you may require them.

In looking over the list of the three hundred and two claimants of the Delaware segregated land, I find that a large number were Delawares, claiming their own land that was in the segregation. I also found that some of the land said to be in the segregation was not, and some of the tracts were claimed by more than one Cherokee. I think when you come to examine this matter closely you will find that very few of the three hundred and two can show reasons why the land should not be included in the segregation.

To Mr. Adams's letter of the 7th of December, reply was made by the commissioner in charge of the Cherokee land office on December 12, in part as follows:

\* \* \* As to the parties, some 300 in number, who have to date made claim that their occupied lands and homes have been, without their knowledge or consent, put into what has been called the Delaware segregation, such parties as commonly referred to are those who have made such complaint in person or in some instances in writing, when information of the disposition of their lands has reached them, and none of them are of Delaware blood, nor do they make any claim as Delawares, but care will be exercised to see that no improper representations of this character prevail. \* \* \*

You are welcome to appear at this office in person or by representative and to consider and make suggestions and representations in regard to every tract of land in any way connected with these proceedings. In renewing the offers of this office to extend to you every facility within its power, I must call attention, however, to the fact that this business is already delayed and other interests immensely inconvenienced chiefly by reason of the nature and character of the list heretofore presented by yourself and Mr. Logan for segregation, that the preliminary work has continued since early in October, and now this office is directed to make final report to the Commission as soon as possible. It seems probable that there will be a very few instances in which any difference of opinion can exist as to what class any tract of land comes under. If it is of an excluded class, that of course would settle the question; and as the classes to be included have been defined by the Commission, this should make your review of the segregation, with your knowledge

of the lands you are particularly interested in, a very brief labor and one that you can readily complete before this office makes its report. I hope to report to the Commission within not exceeding ten days; and, as heretofore, all the data is open to your inspection.

To the letter above referred to from Hon. James K. Jones, reply was made from the Cherokee land office December 26. After reviewing the matter to date, and reciting that Mr. Adams had telegraphed his intention to be at Tahlequah on December 21, that reply contains the following language:

\* \* \* Mr. Adams did so appear on that date, and he exhibited a bundle of papers, which he said were bills of sale of land or improvements he had bought, and which he said he would leave with this office. He was told that the originals would be returned to him as soon as copies could be made; but he failed to leave the papers.

On the 22d instant, at Muskogee, Mr. Adams made to me the same statement about leaving the bills of sale; but he did not leave them; and to this date he has furnished the Commission no evidence of the persons from whom he acquired these lands, upon what terms, or by what authority, except such general statements as I have enumerated. He does not avail himself of the repeated offers of access to all of our records in this business, nor does he submit any evidence that the lands he claims are not rightfully held as shown by our Government plats and other evidence of record. He can not reasonably ask the Commission to delay without limit, nor expect to gain his case by simply making complaint and withholding the evidence.

In answer now more specifically to your proposal, as at present advised I do not see that this office, under its instructions, can accede to the proposition.

As you say, Mr. Adams "expended his own money," under a belief that his clients would "reimburse him," etc. In other words, he indulged in a business transaction, and apparently with a view of the law respecting the making of the Delaware segregation greatly at variance from that held by the Commission. According to the doctrine laid down by Walter S. Logan, counsel for the Delawares, and according to the way the Adams and Logan list of land for segregation now seems to have been made up, there was no need for Mr. Adams to expend his money except for his personal benefit and profit. Mr. Logan, in his letter of December 3, says:

"The agreement between the Delawares and the Cherokees of April 8th, 1867, provides that—

"The selection of the lands to be purchased by the Delawares may be made by said Delawares in any part of the Cherokee Reservation east of said line of 96 not already selected and in the possession of other parties."

"The Delawares, therefore, are to make their own selections.

"The selections they have made are on file with you. The only question that can arise, therefore, is as to whether any part of the lands so selected were 'already selected and in the possession of other parties' within the meaning of the agreement.

"The phrase 'already selected and in the possession of other parties' refers, of course, to the date of the agreement; that is, April 8th, 1867. If it is claimed, therefore, that any part of these lands was not open to the Delawares to select, it must be because on April 8, 1867, they had been 'already selected and in the possession of other parties' who are now claiming them. It is not enough that the lands should have been 'selected.' They must have been not only 'selected,' but in the actual 'possession of other parties.'

"\* \* \* We are entitled to have segregated to us the lands which we have selected and which were not on April 8, 1867, 'already selected and in the possession of other parties,' and such other lands as we may hereafter select in the place of those which it may determine were on that date 'already selected and in the possession of other parties.'"

Also, according to our record, some 16,000 acres of land belonging to nearly 300 Cherokees was thus arbitrarily put into that list for segregation. All this casts grave doubt upon the correctness of the status of Mr. Adams's lands as defined by him. \* \* \*

I do not enter upon other features of the case, such as the power of the Commission to make such an arrangement, the effect of incumbrances upon the land, and the inevitable perversion of the Commission to functions of a personal and private character, such as the excess holding of land and the collection of debts that have no security in law. It does not appear necessary to go into these matters, except to suggest them, for so far as my duty is concerned Mr. Adams's transaction, in principle and from the beginning, seems to me to be contrary to what I am directed to recognize as lawful, except in so far as he may be able to show selections in which he is personally interested as a registered Delaware or as an heir of a registered Delaware to the extent of 160 acres of land per capita as laid down in the resolution.

In regard to the memorandum of lands referred to in Mr. Adams's letter of December 7, it should be stated that it did contain the names of the persons of whom he alleges he made purchases of land or improvements and also the dates of said purchases.

The alleged copies of bills of sale, sent with Mr. Adams's letter of December 26, are found to relate to the same lands which are enumerated in the memorandum.

The "some 16,000 acres of land belonging to nearly 300 Cherokee," just referred to, is a statement based on a list of land in the Adams and Logan list and of Cherokee claimants of the same furnished at one time to Mr. George S. Chase for Mr. Adams. It includes the 13,375.80 acres of Exhibit A, and it is the same land also to which Mr. Adams refers in his letter of December 26, 1903, where, in an effort to explain this obvious attempt to appropriate the property of other people, he makes the following statement:

In looking over the list of the three hundred and two claimants of the Delaware segregated land I find that a large number were Delawares claiming their own land that was in the segregation. I also found that some of the land said to be in the segregation was not, and some of the tracts were claimed by more than one Cherokee. I think when you come to examine this matter closely you will find that very few of the three hundred and two can show reasons why the land should not be included in the segregation.

Concerning this statement and explanation of Mr. Adams, reference has already been made to Exhibit A, giving the names of 239 Cherokee whose sworn testimony, on file, contradicts him, as do our plats, as to 13,357.80 acres. There is not a line of evidence contradicting this testimony except Mr. Adams's opinion that "very few \* \* \* can show reasons why the land should not be included in the segregation," and copies of alleged bills of sale presented by him for 260 acres, said bills of sale bearing date March 29, 1899, August 14, 1899, and January 27, 1900, all prior to the date of the Commission's improvement plats, which plats do not show him to own or occupy any of said land; and he is further contradicted by the sworn testimony of George W. Waller, father of Goldia J. Waller (Cherokee card 5458), Sallie Taylor (Cherokee card 5494), Susan Swan (Cherokee card 5595), Daisy D. Byrd (Cherokee card 5452), and Henry H. Byrd (Cherokee card 5473), all clearly shown, so far, to be the lawful occupants of this land. As to the rest, Mr. Adams presents nothing but an unsupported opinion of his own and a desire to take the land.

The original list of this class of land was for 16,439.78 acres, claimed by 298 persons. That included, not evidenced at the time, 1,198.62 acres claimed by 19 persons, listed as Delawares, not desirous of being involved in the Delaware dispute, and requesting to be allowed to exercise their rights as Cherokees. Inclosed is a list of these persons and of their lands, marked "Exhibit C."

Also inclosed find list D, showing the lands of all Delawares, registered and unregistered, included in the Adams and Logan list, without adverse individual claims, and given as found by town sites. Also find list E, giving the same information, but arranged so as to show the amount of each individual's holdings.

But the original list now under consideration was found to contain in error 875.06 acres, not in the Adams and Logan list, and there was also in error 990.30 acres by reason of certain tracts having been counted more than once, the same being claimed by two or more persons.

Instead, therefore, of the facts being as Mr. Adams indicates, the status of this matter is found to be as follows:

Original list-----	16, 439. 78
Less amount-----	
Not included in A & L list-----	875. 06
Counted more than once-----	990. 30
Leaving-----	1, 865. 36
Possible deduction as to Delawares claiming as Cherokees-----	14, 574. 42
	1, 198. 62
Leaving-----	13, 375. 80

The foregoing indicates how unsustained are Mr. Adams's claims as to Cherokee lands shown to be included in the Adams and Logan list without purchase or the knowledge or consent of the lawful occupants of the lands. What it would amount to if full information were at hand as to the total of 39,120.45 acres of Cherokee holdings of all kinds found to be in the Adams and Logan list, we can not, of course, say at this time; but presumably it would amount to a very much larger acreage than has yet been revealed of this class of land.

What Mr. Adams claims under his alleged purchase of land or improvements, has, as far as the Commission can identify the same, no connection with the foregoing lands, except as respects the 260 acres previously referred to.

As for his allegation that he bought his lands as a trustee for the Delawares, referred to particularly in the quoted correspondence with Hon. James K. Jones, investigation shows that all of said land was bought before the passage of the last Cherokee agreement, under which law we are operating, and that about one-third of it was bought even before the passage of the Curtis Act. And, again, if the doctrine of his chief legal adviser, Mr. Walter S. Logan, was a guide to him, there was perhaps not the slightest occasion to buy an acre of the land he desired to possess.

Mr. Logan's justification of these matters will now be considered.

While Mr. Adams makes unsupported statements and denies the facts, Mr. Logan, in speaking of the Adams and Logan list, denies nothing, but boldly announces the doctrine that—

The Delawares, therefore, are to make their own selections.

The selections they have made are on file with you. The only question that can arise, therefore, is as to whether any part of the lands so selected were "already selected and in the possession of other parties" within the meaning of the agreement.

The phrase "already selected and in the possession of other parties" refers, of course, to the date of the agreement—that is, April 8, 1867.

\* \* \* We are entitled to have segregated to us the lands which we have selected and which were not on April 8, 1867, "already selected and in the possession of other parties." (Letter from Walter S. Logan to the commission of December 3, 1903. Copy inclosed.)



Mr. Logan's position need only be quoted to be understood. It hardly permits of comment.

There are few improvements in the Cherokee Nation of so ancient a date as the 8th of April, 1867. This is particularly true of what is now the most populous and opulent part of the nation. In view of these facts, and Mr. Logan's opinion, and the general disposition manifested by these gentlemen, we can hardly be surprised at the inclusion in their list, in one way and another, of nearly forty thousand acres of the occupied lands of Cherokees and also of some approved as well as unapproved town-site property. We can only be surprised that Mr. Adams should deem it necessary to buy any property at all, that they did not attempt to take more, and that Mr. Logan, perhaps for color and support, should make the following statement, as he does at the close of his letter of December 3, in speaking of the views of the honorable and distinguished attorney for the Cherokee Nation, viz:

I had a talk with Mr. William T. Hutchings in Washington yesterday on this matter, and his views and mine seem to be in entire accord in this matter.

It is thus, in part, at least, that this remarkable attempt has been made to acquire and retain large bodies of the choice and improved lands and homes of the Cherokees.

The record in this matter at no point shows that Mr. Adams or anyone acted as trustee, or any authority for Mr. Adams or anyone to so act, or any act distinguishable from an effort to seize property improperly and an attempt of an excess landholder to cover up his excess land holdings in the Delaware segregation, and as a last resort, to try and transmute such excess holdings into some vague sort of community interest, all alike unlawful and improper.

The list of Delaware segregated land now submitted to you for approval has been compiled under the following construction of the law and the Department's instructions, and we see no conflict between them.

Departmental letter of October 6, 1903 (I. T. D. 4194), says:

The act referred to above imposes upon your commission the duty of investigating and determining what lands are subject to segregation, and your commission can not substitute the judgment of the Delaware Indians, or any of them, or anyone acting for them or any of them, for your own judgment in this matter. \* \* \* It seems clear that the list or schedule of lands does not meet the requirements of the statute in that it does not include all the lands which have been selected and occupied by Delawares and in that it does include lands which no Delaware has selected and occupied, but to which other Cherokee citizens have claims based upon alleged settlement and improvements thereon. You will therefore proceed at once to make such examination and investigation as will enable you to determine what tracts should be added to said list and what tracts now embraced therein should be excluded, care being taken to make the list cover the full quantity of land required to be segregated. You will as soon as possible report the results of such investigation, with suitable recommendations in the premises. \* \* \*

Departmental letter of October 29, 1903 (I. T. D. 4194—1903), says:

By letter of October 6, 1903, you were directed to make such examination and investigation as would enable you to determine what tracts of land should be added to the list of lands to be segregated for the protection of the Delaware Indians in the Cherokee Nation and what tracts embraced in the list heretofore made out should be stricken therefrom. It is important that a final list should be made up and approved as soon as may be. It is equally important, however, that the interests of all concerned should be carefully respected and protected.

In order that the Department may have a better understanding of the condition of affairs, and to the end that speedy action may be taken when you shall submit a new list for action by the Department, these further instructions are given: You will at your earliest convenience make up a list of the tracts embraced in the former list which, as shown by the records of your office, are claimed and occupied by Delaware Indians, and to which there are no adverse claims. You will make another list, which shall embrace all tracts claimed by Delaware Indians, but not included in the list heretofore presented to you. You will make a third list embracing the tracts included in the list heretofore presented, to which some Cherokee citizen other than a Delaware makes claim. You will transmit with each of these lists a statement of the condition of the tracts embraced therein as to the occupancy thereof and improvements thereon so far as the same are known to you, and will also recommend what action should be taken by the Department upon each of such lists.

These instructions are not intended to supersede those of October 6, and you will therefore proceed upon any line of examination and investigation which may have been entered upon under those instructions.

Section 22 of the last Cherokee agreement is as follows:

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.

Section 23 of said agreement provides, in the contingency that the Delaware segregation must be made, that—

\* \* \* the commission shall cause to be segregated 157,600 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 8, 1867. \* \* \*

It seems perfectly clear that if the commission is to make the segregation before the final termination of the Delaware suit, it is referred definitely to the agreement of April 8, 1867, in order that, in discharging that duty, it may be sure that it is "including" in said segregation, as the law specifically requires, "lands which have been selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees dated April 8, 1867."

No reference of similar questions to the courts, or even a reference of this identical question, can excuse us from the duty of construing the same law as respects our duty in making the segregation if it devolves upon us to so act in advance. The question as to whether we shall act in advance is an administrative question and not a legal question. If we must act, the legal duty is clear and mandatory. What may follow after the final decision of the courts does not enter into the legal question before us at this time. That is a consideration bearing more directly upon the administration phase of the question, and that is not now before us. We have gone, therefore, directly to the agreement of April 8, 1867, and to the facts of the present time, as best in evidence before us, to ascertain what lands "have been selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees dated April 8, 1867 \* \* \*."

The contingency of an allotment of land was definitely provided for in the agreement of April 8, 1867. Where there might be doubt the text was parenthetically explained. The language is as follows:

\* \* \*; and in case the Cherokee lands shall hereafter be allotted among the members of said nation it is agreed that the aggregate amount of land herein provided for the Delawares to include their improvements according to the legal subdivisions when surveys are made (that is to say, 160 acres for each individual) shall be guaranteed to each Delaware incorporated by these articles into the Cherokee Nation, nor shall the continued ownership and occupancy of said land by any Delaware so registered be interfered with in any manner whatever without his consent.

Then follow restrictions in these words:

\* \* \* that nothing herein shall confer the right to alienate, convey, or dispose of any such lands, except in accordance with the constitution and laws of said Cherokee Nation.

This agreement, upon which we are thrown as our guide in this matter, concludes as follows:

\* \* \* On the fulfillment by the Delawares of the foregoing stipulations all the members of the tribe, registered as above provided, shall become members of the Cherokee Nation, with the same rights and immunities and the same participation (and no other) in the national funds as native Cherokees, save as hereinbefore provided. And the children hereafter born of such Delawares so incorporated into the Cherokee Nation shall in all respects be regarded as native Cherokees.

The Commission is of the opinion that no land was "selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees dated April 8, 1867," acting as Delawares, except such as has been selected and occupied by registered Delawares, and that said registered Delawares could and can only select, hold, or occupy as Delawares 160 acres for each individual so registered.

We find no right attaching to an unregistered Delaware to designate for or have included in the segregation any land of his own selection.

If an unregistered Delaware is occupying land acquired from one or more deceased registered ancestors, we do not feel constrained to refuse and we do not refuse to include said land in the segregation to the extent of not exceeding 160 acres selected and occupied by each of said deceased registered ancestors and held in continuous possession by said unregistered descendant. The same is true of the land of the ancestor of a descendant who is himself a registered Delaware.

This makes the holding of land somewhat cumulative in a few cases, but we have no desire to anticipate any question that can possibly be left untouched until the courts may render a final decision; and it has appeared to us that this course is permissible in the present instance, although it permits what, as to other lands, would be an excess and unlawful holding of land.

From this point we proceed to select land for the segregations from the available part of the public domain to an extent sufficient to make up the required segregation of 157,600 acres.

There are parts of the public domain which we do not consider available for this segregation. These are such parts of the excess holdings of citizens as have of necessity been relinquished under the provisions of the last Cherokee

agreement and the Curtis Act. They are scattered tracts of land much in request by citizens for their individual allotments, the same being generally of high and often of very great value. They are frequently clouded with conflicting claims of right of possession, and the Commission believes that at best to put such lands into the segregation would only serve as a means of excess land-holding on the part of contiguous owners of land, an odious and vexatious violation of law that the Commission is doing its utmost to break up, and which should, under no circumstances, be connived at or made possible. It is with extreme reluctance that the Commission has felt required to recognize the selections of even deceased registered Delawares in a way that permits of seemingly some abuse. But that, at least, is clearly recognized and defined, and it is permitted only as an unavoidable evil under the law and circumstances.

In accordance with the foregoing views, the Commission, on the 10th instant, adopted, after full consideration, the following resolution:

MUSKOGEE, INDIAN TERRITORY, December 10, 1903.

*Resolved*, That the Delaware segregation shall consist: 1st. Of lands shown by the records of the Commission to be selected and occupied by living registered Delawares in accordance with the treaty of April 8, 1867, to the extent of 160 acres per capita of said living registered Delawares, said 160 acres to contain, as far as may be, the principal improvements of said living registered Delawares.

2d. Of lands shown to have been selected by a deceased registered Delaware under said treaty of April 8, 1867, to the extent of 160 acres per capita of land so selected and occupied and which is found now to be in the possession of a descendant of such deceased registered Delaware, said land to contain, as far as may be, the principal improvements of said deceased registered Delaware.

3d. Of public land in addition to the foregoing sufficient to make up a total of 157,600 acres for this segregation.

The commissioner in charge of the Cherokee land office is directed to prepare a list of the foregoing lands as soon as possible and to report to the Commission.

At the request of Mr. R. C. Adams and his counsel, Hon. James K. Jones, the question of what should be included in the Delaware segregation was again considered on the 22d instant, when the Commission, after full consideration, adopted the following resolution:

*Resolved*, That after hearing argument in regard to making the Delaware segregation the commission concludes not to change the instructions heretofore given in regard thereto. The lands of the public domain placed in said segregation shall be, as far as possible, such as will not serve as a means of excessive land holdings by individuals for their personal profit.

It is upon these lines that the segregation as now submitted to you has been made. As our plats and data were not made with a special view to compiling a list of this character, the task has involved an amount of office and field work and necessitated a consumption of time difficult of appreciation by one not actually charged with the undertaking. Whatever may be its defects, this much can be assured, that according to our information and data no man has been done injustice and no man has been unduly favored.

The following information may be of interest to the Department:

	Acres.
Land in the present segregation included in Adams and Logan list-----	20, 609. 45
Land in the present segregation not included in Adams & Logan list-----	136, 995. 21
	<hr/> 157, 604. 86 <hr/>

Land of the Adams & Logan list omitted from present segregation and shown by Commission's records to be—

Owned by Cherokees-----	39, 120. 45
Public domain-----	17, 102. 44
Town sites-----	103. 87
Listed to people not identified-----	11, 053. 63
Excessive holdings of individual Delawares-----	69, 614. 82
	<hr/> 136, 995. 21 <hr/>

The property in approved town sites found to be included in the Adams and Logan list is as follows:

Approved town sites:	Acres.
In North Tulsa-----	20. 00
In Sallisaw-----	17. 88
In Big Cabin-----	10. 99
	<hr/> 48. 87 <hr/>

The property in town sites not yet approved, found to be included in the Adams and Logan list is as follows:

Unapproved town sites:	Acres.
In Ochelata-----	30.00
In Lawton-----	25.00
Total of all towns-----	55.00
Approved-----	48.87
Unapproved-----	55.00
	103.87

In reviewing our data we seem to have supplied all the tables the Department desired, except a separate enumeration of the Delawares and the land claimed by them omitted from the Adams and Logan list. This involves a very lengthy search of the plats and comparison of data. We will try to supply it. This is true, however, that we have exhaustively searched the plats and the citizenship records and sent out special field parties, both as to people and land, to make sure that no Delaware or his lawful quota of land is omitted from the list of segregated land we now send you, and we recommend that said list be approved, as curative, as set forth in the exhibits and in this report, of the evils now so patent to the Department and the Commission. This, it may be said, would be in effect an approval of all the work set forth in this report and the accompanying lists or exhibits; for, in addition to what is included in the present list of segregated lands, as just stated, it involves the rejection of every acre of land improperly included in the Adams and Logan list, which rejected lands, as already shown, amount to 136,995.21 acres.

A claim has been made, with much stress, that the Government paid, in 1890, \$1,000,000.00 of the tribal funds to the Delawares in the Cherokee Nation; that it was upon the condition that they use the money so obtained in paying for their lands and improvements in the Cherokee Nation; that first one-half of the sum was paid, and then, upon assurance that the money was being used in the way indicated, the other half was paid, and that thus an obligation was incurred or recognized, fairly operative now, to let individual Delawares hold, subject to the final decision in the Delaware-Cherokee suit, all the land they are found to be in possession of, or at least to segregate, as far as may be, such land as of the public domain.

The Department is doubtless better informed in regard to this transaction than the Commission. The contention, however, has not impressed the Commission as being well founded.

In the first place, there is no evidence before the Commission that this was other than a payment of tribal funds, pro rata among the then recognized claimants, with only a care to see that the recipients would use the money judiciously. This might well be done under any construction of the rights of the Delawares in the Cherokee Nation; and, in the light of this act, the Department, at a subsequent date, took a distinctly opposite view from the one now contended for respecting the rights of these Delawares, as set forth in the opinion of First Assistant Attorney-General Campbell, October 5, 1897, addressed to and approved by Secretary Bliss.

It is urged that these lands are of the best lands, and that those now taken from the public domain by the Commission are, generally speaking, of much lower grade and value.

This is true. It is also true that if the Commission could find average land, available for this segregation, it would, as a matter of justice both to the Delaware claimants and the Cherokee Nation, select such land to complete the segregation to the amount required by law.

The Delawares, however, having failed to exercise or continue the operation of their distinctive rights under the contract of April 8, 1867, can not now ask the Commission to act for them in a way disassociated from mandatory conditions which have arisen. We include all the land that we consider they are, as Delawares, lawfully occupying. If they have improved land in excess of what they are considered entitled to as Delawares, they, under the practice of the Commission, can and do still have such land set aside for them, in addition to what we reserve from the public domain, to the value of 110 average acres, the allotable right and interest of a Cherokee. Every Delaware not found in possession of land is recognized in what is taken from the public domain, and still he also can at any time have reserved for him a regular Cherokee allotment.

It seems clearly too much to ask in the name of generosity or fair dealing that, in addition to all this, we shall select lands contiguous to those holders of land, only to be held, professedly in trust, but in fact for their individual benefit, lands generally speaking, far in excess of the average value, while the remoter parts of the public domain which we do select, though rated low in the scale of values adopted for purposes of distribution, yet have a market value much greater than the \$1 per acre paid by the Delawares for the tenure they contracted for.

In a separate communication we address the Department in regard to what may be necessary steps following the approval of this list of segregated lands now transmitted.

Respectfully,

TAMS BIXBY, *Chairman.*

T. B. NEEDLES, *Commissioner.*

C. R. BRECKINRIDGE, *Commissioner.*

Through the Commissioner of Indian Affairs.

## APPENDIX No. 9.

Supreme Court of the United States. No. 240. October term, 1903.

The Delaware Indians residing in the Cherokee Nation et al., appellants, *v.* The Cherokee Nation. Appeal from the Court of Claims.

(February 23, 1904.)

Mr. Justice DAY delivered the opinion of the court.

On June 28, 1898, the Congress of the United States passed an act entitled "An act for the protection of the people of the Indian Territory, and other purposes." (30 Stat., 495.) By the twenty-fifth section of the act it is provided:

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.

Under this section the present suit was prosecuted in the Court of Claims by the Delaware Indians residing in the Cherokee Nation, as a tribe and individually, joined by certain others suing for the surviving registered Delawares, their children, descendants, and personal representatives, against the Cherokee Nation, for the purpose of determining the right of the Delaware Indians "in and to the lands and funds of said nation" under the contract and agreement with the Cherokee Nation dated April 8, 1867. This contract sets forth:

Now, therefore, it is agreed between the parties hereto, subject to the approval of the President of the United States, as follows:

The Cherokees, parties of the first part, for and in consideration of certain payments and the fulfillment of certain conditions hereinafter mentioned, agree to sell to the Delawares, for their occupancy, a quantity of land east of the line of the 96° west longitude, in the aggregate equal to 160 acres for each individual of the Delaware tribe who has been enrolled upon a certain register made February 18, 1867, by the Delaware agent, and on file in the Office of Indian Affairs, being the list of Delawares who elect to remove to the "Indian country," to which list may be added, only with the consent of the Delaware council, the names of such other Delawares as may, within one month after signing of this agreement, desire to be added thereto, and the selections of the lands to be purchased by the Delawares may be made by said Delawares in any part of the Cherokee Reservation east of said line 96° not already selected and in possession of other parties; and in case the Cherokee lands shall hereafter be allotted among the members of said nation, it is agreed that the aggregate amount of land herein provided for the Delawares, to include their improvements according to the legal subdivisions when surveys are made (that is to say, one hundred and sixty acres for each individual), shall be guaranteed to each Delaware incorporated by these articles into the Cherokee Nation; nor shall the continued ownership and occupancy of said land by any Delaware so registered be interfered with in any manner whatever without his consent, but shall be subject to the same conditions and restrictions as are by the laws of the Cherokee Nation imposed upon native citizens thereof.

*Provided*, That nothing herein shall confer the right to alienate, convey, or dispose of any such lands except in accordance with the constitution and laws of said Cherokee Nation.

And the said Delawares, parties of the second part, agree that there shall be paid to the said Cherokees from the Delaware funds now held or hereafter received by the United States, a sum of money equal to one dollar per acre for the whole amount of one hundred and sixty acres of land for every individual Delaware who has already been registered upon the aforesaid list, made February 18, 1867, with the additions thereto heretofore provided for.

And the Secretary of the Interior is authorized and requested to sell any United States stocks belonging to the Delawares to procure funds necessary to pay for said lands; but in case he shall not feel authorized, under existing treaties, to sell such bonds belonging to the Delawares, it is agreed that he may transfer such United States bonds to the Cherokee Nation, at their market value at the date of such transfer.

And the said Delawares further agree that there shall be paid from their funds, now or hereafter to come into possession of the United States, a sum of money which shall sustain the same proportion to the existing Cherokee national fund that the number of Delawares registered as above mentioned and removing to the Indian country sustains to the whole number of Cherokees residing in the Cherokee Nation. And for the purpose of ascertaining such relative numbers the registers of the Delawares herein referred to, with such additions as may be made within one month from the signing of this agreement, shall be the basis of calculation as to the Delawares, and an accurate census of the Cherokees residing in the Cherokee Nation shall be taken under the laws of that nation within four months, and properly certified copies thereof filed in the Office of Indian Affairs, which shall be the basis of calculation as to the Cherokees.

And that there may be no doubt hereafter as to the amount to be contributed to the Cherokee national fund by the Delawares, it is hereby agreed by the parties hereto that the whole amount of the invested funds of the Cherokees, after deducting all just claims thereon, is \$678,000.

And the Delawares further agree that in calculating the total amount of said national fund there shall be added to the said sum of \$678,000 the sum of \$1,000,000, being the estimated value of the Cherokee neutral lands in Kansas, thus making the whole Cherokee national fund \$1,678,000; and this last-mentioned sum shall be taken as the basis for calculating the amount which the Delawares are to pay into the common fund.

Provided, That as the \$678,000 of funds now on hand belonging to the Cherokees is chiefly composed of stocks of different values, the Secretary of the Interior may transfer from the Delawares to the Cherokees a proper proportion of the stocks now owned by the Delawares of like grade and value, which transfer shall be in part of the pro rata contribution herein provided for by the Delawares to the funds of the Cherokee Nation; but the balance of the pro rata contribution by the Delawares to said fund shall be in cash or United States bonds at their market value.

All cash, and all proceeds of stock, whenever the same may fall due or be sold, received by the Cherokees from the Delawares under the agreement shall be invested and applied in accordance with the twenty-third article of the treaty with the Cherokees of August 11, 1866.

On the fulfillment by the Delawares of the foregoing stipulations all the members of the tribe registered as above provided shall become members of the Cherokee Nation, with the same rights and immunities and the same participation (and no other) in the national funds as native Cherokees, save as hereinbefore provided.

And the children hereinafter born of such Delawares so incorporated into the Cherokee Nation shall in all respects be regarded as native Cherokees.

The treaties which led up to this agreement are referred to in the contract and were ratified in 1866. The fifteenth article of the treaty of August 11, 1866, between the United States and the Cherokee Nation provided:

ARTICLE XV. The United States may settle any civilized Indians, friendly with the Cherokee and adjacent tribes, within the Cherokee country, on unoccupied lands east of 96 degrees, on such terms as may be agreed upon by any such tribe and the Cherokees, subject to the approval of the President of the United States, which shall be consistent with the following provisions, viz: Should any such tribe or band of Indians settling in said country abandon their tribal organization, there being first paid into the Cherokee national fund a sum of money which shall sustain the same proportion to the then existing national fund that the number of Indians sustain to the whole number of Cherokees then residing in the Cherokee country, they shall be incorporated into and ever after remain a part of the Cherokee Nation, on equal terms in every respect with native citizens. And should any such tribe thus settling in said country decide to preserve their tribal organizations and to maintain their tribal laws, customs, and usages, not inconsistent with the constitution and laws of the Cherokee Nation, they shall have a district of country set off for their use by metes and bounds equal to one hundred and sixty acres, if they should so decide, for each man, woman, and child of said tribe and shall pay for the same into the national fund such price as may be agreed on by them and the Cherokee Nation, subject to the approval of the President of the United States, and in cases of disagreement the price to be fixed by the President.

And the said tribe thus settled shall also pay into the national fund a sum of money, to be agreed on by the respective parties, not greater in proportion to the whole existing national fund and the probable proceeds of the lands herein ceded or authorized to be ceded or sold than their numbers bear to the whole number of Cherokees then residing in said country, and thence afterwards they shall enjoy all the rights of native Cherokees. But no Indians who have no tribal organizations, or shall determine to abandon their tribal organization, shall be permitted to settle east of the ninety-sixth degree of longitude without the consent of the Cherokee national council, or of a delegation duly appointed by it, being first obtained. And no Indians who have and determine to preserve their tribal organizations shall be permitted to settle, as herein provided, east of the ninety-sixth degree of longitude without such consent being first obtained, unless the President of the United States, after a full hearing of the objections offered by said council or delegation to such settlement, shall determine that the objections are insufficient, in which case he may authorize the settlement of such tribe east of the ninety-sixth degree of longitude.

Article IV of the Delaware treaty, referred to in the agreement of April 8, 1867, is in the following terms:

ARTICLE IV. The United States agree to sell to the said Delaware Indians a tract of land ceded to the Government by the Choctaws and Chickasaws, the Creeks, or the Seminoles, or which may be ceded by the Cherokees in the Indian country, to be selected by the Delawares in one body in as compact a form as practicable, so as to contain timber, water, and agricultural lands, to contain in the aggregate, if the said Delaware Indians shall so desire, a quantity equal to one hundred and sixty (160) acres for each man, woman, and child who shall remove to said country, at the price per acre paid by the United States for the said lands, to be paid for by the Delawares out of the proceeds of sales of land in Kansas, heretofore provided for. The said tract of country shall be set off with clearly and permanently marked boundaries by the United States, and also sur-

veyed as public lands are surveyed, when the Delaware council shall so request, when the same may, in whole or in part, be allotted by said council to each member of said tribe residing in said country, said allotment being subject to the approval of the Secretary of the Interior.

At the time of moving upon these lands there were 985 registered Delawares, of whom 212 survived at the beginning of this suit, together with children and descendants of those deceased.

The agreement of April 8, 1867, was before this court in the case of the Cherokee Nation *v.* Journeycake (155 U. S., 196). While the precise questions involved in the present controversy were not then before the court, the rights adjudicated turned upon the construction of the agreement of April 8, 1867, and its nature and the history of the events which led up to its execution by the parties thereto were the subjects of consideration and determination by this court. In that case it was held that under the agreement the registered Delawares were incorporated into the Cherokee Nation, and as members and citizens thereof were entitled to participate in the proceeds of the sale of a portion of the Cherokee lands upon equal terms with native Cherokee citizens. The claim is made that the contract of 1867 secured to the registered Delawares individually or to the Delawares as a tribe the 157,000 acres of land which were to be set off to them east of the ninety-sixth meridian. This agreement was made and entered into in pursuance of the treaty stipulations hereinbefore referred to. And while it may be regarded as arising from these preliminary treaties with the United States, the care with which it was made and the evident intention of the parties to deal at arm's length with full knowledge of their respective rights and aims, leaves little to be gained from these preliminary treaties as an aid to construction, except as a means of placing ourselves in the situation of the parties when the contract was signed and delivered. It is the claim in behalf of the Delawares that if not technically an estate in fee, one was conveyed permanent in its character and transmissible by descent to the children and kin of the registered Delawares, or at least it was a holding which should endure so long as the Delawares and their descendants continued to exist as a tribe.

It was held in the Journeycake case to be the purpose of this agreement to incorporate the registered Delawares into the Cherokee Nation, with full participation in the political and property rights of citizens of that nation. As a part of the general agreement, provision is made for rights in certain lands as a home for the Delawares who are to remove from their Kansas lands to the Indian Territory. These lands are to pass to registered Delawares, and they are to have the privilege of selecting them from unoccupied lands east of the line 96° west longitude. This right is conferred not upon the Delaware Nation, but upon certain registered Delawares who are to be incorporated into the Cherokee Nation. To such is given a quantity of land equal in the aggregate to 160 acres for each registered Delaware, whose name is required to be entered upon a register to be filed in the Office of Indian Affairs, the lands thus conveyed being distinctly declared to be sold to the Delawares "for their occupancy." This limitation, in what may be characterized as the habendum clause of the conveyance, does not import a holding beyond the life of the first taker, and is entirely inconsistent with the idea of permanency of tenure in the estate conveyed, unless there is something in the nature of Indian titles to lands or in the terms of the instrument which requires an enlargement of an estate for occupancy into one the equivalent of a fee. It is argued that an estate of occupancy is the ordinary estate of the Indian tribes and embraces all the title held by them, the fee remaining in the United States. There is nothing to prevent the United States if it chooses to convey a fee to the Indian tribes from so doing.

Indeed, in the sixteenth clause of the treaty with the Cherokee Nation of August, 1866, it is provided that a fee may be conveyed to friendly Indians settled west of the ninety-sixth meridian. But for the present purpose it is unnecessary to speculate as to the nature of the Indian title derived from the United States by treaty. The nature and extent of the Cherokee title has been settled by previous adjudications of this court. In the case of Cherokee Trust Funds (117 U. S., 288, 308), it was held that the lands of the Cherokee Nation belonged to them as a political body, and not to its individual members, and speaking of the rights of individual Cherokees it was said: "He had a right to use parcels of the lands thus held by the nation subject to such rules as its governing authority might prescribe."

The lands of the Cherokee Nation are not held in individual ownership, but are public lands, though held for the equal benefit of all the members. (Steph-



ens *v. Cherokee Nation*, 174 U. S., 445-488; *Cherokee Nation v. Hitchcock*, 187 U. S., 295.) Under the patent issued to the Cherokees for their lands, whatever title conveyed was to the Cherokees as a nation, and no title was vested in severalty in any of the Cherokees. (*Cherokee Nation v. Journeycake*, 155 U. S., 196-207.)

In an agreement incorporating certain Delawares into the Cherokee Nation it is important to consider under what terms and conditions its citizens held and used the lands occupied by them. We are here dealing with the extent of the title conveyed as between Indian tribes, and the question is, What did the Cherokees convey in the agreement to the Delawares who came within the terms of the compact and who were to be incorporated into the Cherokee Nation? In addition to the limitations expressed in the conveyance, "for occupancy," we find other terms of the instrument inconsistent with the grant of a perpetual estate. It is provided that in case the Cherokee lands shall hereafter be allotted among the members of said nation, the aggregate amount of land provided for the Delawares to include their improvements, according to the legal subdivisions when surveys are made (that is to say, one hundred and sixty acres for each individual), shall be guaranteed to each Delaware incorporated by the articles into the Cherokee Nation. The lands which are for occupancy of the Delawares are described as "Cherokee lands," and a provision made which secures 160 acres to include their improvements to each registered Delaware in case of allotment. If the full title was intended to be transferred to the Delawares, either as a tribe or individually, this stipulation to secure the rights of the Delawares in the contingency named was entirely superfluous. Further, the contract reads: "Nor shall the ownership and occupancy of said lands by any Delawares so registered be interfered with in any manner whatsoever without his consent, but shall be subject to the same conditions and restrictions as are by the laws of the Cherokee Nation imposed upon the native citizens thereof: *Provided*, That nothing herein shall confer the right to alienate, convey, or dispose of any such land except in accordance with the constitution and laws of said Cherokee Nation."

These stipulations, wholly inconsistent with the full title of the Delawares to the lands in question, must be read in the light of the constitution and laws of the Cherokee Nation as to the holding of land by Cherokee citizens.

The provisions of the Cherokee constitution and the statutes passed in pursuance thereof pertinent to the subject are collected in the opinion of the Court of Claims in the *Journeycake* case, and are cited in a note to the opinion of this court in the same case. (155 U. S., 207.) From them it is apparent that lands to be held upon the same terms as the Cherokees hold their lands can not be alienated by those who occupy and hold them, but the ownership is lodged in the Cherokee Nation. The individual has no right to alienate or lease the lands. The nation grants and restricts the right of occupancy. The title to the lands is vested in the Government, to be held and controlled in such wise as to promote the general welfare. Under these restrictions and conditions the registered Delawares held the lands set apart for their occupancy. In the laws of the Cherokee Nation we find that the use of the terms "for use and occupancy" was not an unfamiliar form of expression in describing the character and limitation upon the right of private ownership. Thus in the act relating to the public domain, and reserving tracts of land 1 mile square along railroads at stations and providing for the sale of town lots, it is provided that the purchaser shall acquire no other rights than those of use and occupancy. If the lands in question were granted in perpetuity to the Delawares, we have the awarding of an estate of this character carved out of lands recognized in the agreement as continuing to be Cherokee lands, belonging to the nation which expressly limits the conveyance of its lands to its own citizens for use and occupancy only. Again, if it was intended to provide for the children or heirs of the first takers—the registered Delawares—we should expect to find some words in the agreement competent for that purpose, conceding that the technical terms of the common law to create an estate in fee need not have been used. As to the children of the registered Delawares, we find this specific provision: "And the children hereafter born of such Delawares so incorporated into the Cherokee Nation shall, in all respects, be regarded as native Cherokees." This provision is utterly inconsistent with the grant of an estate in the lands to survive the "occupancy" of the registered Delawares. Such children are to have the rights of native Cherokees and no more. Their parents were incorporated into the Cherokee Nation with certain specific rights; the children were to stand upon an equality with their adopted brethren of the Cherokee blood.

The importance of the issue now distinctly made as to the title to these lands

has led us to give renewed examination to the question of the extent and character of the interest conveyed to the Delawares in the lands in controversy. In the *Journeycake* case, while it is true that the precise question was not the same as is now presented, full consideration to all the terms of this contract was given in order to determine the interests of the Delawares in the Cherokee lands sold, and the court, speaking by Mr. Justice Brewer, used this pertinent language, the force of which has not been diminished in the light of subsequent examination, aided by the arguments and briefs of counsel now presented:

So far as the provision in the agreement for the purchase of homes is concerned, it will be perceived that no absolute title to these homes was granted. We may take notice of the fact that the Cherokees in their long occupation of this reservation had generally secured homes for themselves; that the laws of the Cherokee Nation provided for the appropriation by the several Cherokees of lands for personal occupation, and that this purchase by the Delawares was with the view of securing to the individual Delawares the like homes; that the lands thus purchased and paid for still remained a part of the Cherokee Reservation. And as a further consideration for the payment of this sum for the purchase of homes the Delawares were guaranteed not merely the continued occupancy thereof, but also that in case of a subsequent allotment in severalty of the entire body of lands among the members of the Cherokee Nation they should receive an aggregate amount equal to that which they had purchased and such a distribution as would secure to them the homes upon which they had settled, together with their improvements. So that if when the allotment was made there was, for any reason, not land enough to secure to each member of the Cherokees 160 acres the Delawares were to have at least that amount, and the deficiency would have to be borne by the native Cherokees pro rata. In other words, there was no purchase of a distinct body of lands, as in the case of the settlement of other tribes as tribes within the limits of the Cherokee Reservation. The individual Delawares took their homes in and remaining in the Cherokee Reservation, and as lands to be considered in any subsequent allotment in severalty among the members of the Cherokee Nation. All this was in the line of the expressed thought of a consolidation of these Delawares with and the absorption of them into the Cherokee Nation as individual members thereof. If it be said that all of the Delaware trust funds were not turned into the national fund, it will be remembered that there was no impropriety in the reservation of a part thereof in order to enable the Delawares to make such improvements as they might desire on the tracts that they selected for homes, and also that there was no certainty that all the members of the Delaware tribe would elect to remove to the Cherokee country, and that those who remained in Kansas were entitled to their share in the Delaware national funds.

If such be the true construction of the agreement, it is nevertheless insisted that it should not be literally enforced in view of the understanding of the parties, more particularly of the Delawares, that they were thereby receiving full title to the occupied lands. To establish this contention it is claimed that in view of the character of the contracting parties they should not be held to the strict rule of evidence which denies the competency of parol testimony to contradict written agreements, and a class of cases is cited of which *Worcester v. Georgia* (6 Pet., 515) may be taken as an example. The language of Chief Justice Marshall is quoted, in which he said:

The language used in treaties with the Indians should never be construed to their prejudice. If words be made use of which are susceptible of a more extended meaning than their plain import, as connected with the tenor of the treaty, they should be considered as used in the latter sense. How the words of the treaty were understood by this untutored people, rather than their critical meaning, should form the rule of construction.

But the Chief Justice was here dealing with a treaty negotiated between the representatives of the United States and those of the Indians, wherein the disparity of the contracting parties in education and knowledge of law and the use of language is obvious.

The contract of April 7, 1867, was negotiated between representatives of Indian nations meeting upon equal terms. In the testimony of John G. Pratt, called for the Delawares, and at one time Indian agent for the Delaware Agency, it appears:

Question. Do you know whether or not the agreement frequently referred to in your testimony was read over to the two delegations representing the Delawares and Cherokee tribes of Indians?

Answer. It was read over repeatedly; read over and corrected and altered and read over again several times, and each party put in his suggestions, until they finally harmonized.

Question. Then, as I understand, the agreement, as finally signed, expressed the wishes of both sides, and both sides were fully satisfied with all it contained?

Answer. No; the Delawares were not satisfied, but they signed because it was the best they could do. They wanted to own the land outright.

Question. They did not contend at any time afterwards that the agreement did not fully express what they intended to express, did they?

Answer. No, sir; I did not hear anything of that kind.

We can perceive no room in this case for a departure from the familiar rules of the law protecting written agreements from the uncertainties of parol testimony. The testimony offered was in the main that of interested persons nearly thirty years after the agreement had been reduced to writing and signed by the

parties thereto. Nor can we find a latent ambiguity in the terms of the contract which requires the admission of parol testimony to explain its effect. In the light of the circumstances and the language used in the writing, its construction is not rendered difficult because of latent ambiguities. It is claimed as a cogent circumstance, which should be considered in construing this agreement, that the Cherokee Nation received one dollar per acre for these lands—a sum sufficient to cover their full value, and of consequent importance in determining the character of the estate conveyed. In the *Journeycake* case it was held that, in consideration of the sum paid for citizenship rights, the Delawares obtained an interest in the lands of the Cherokee Nation, although the same were not considered in making up the sum paid for what has been denominated the right of citizenship. In that case it is pointed out that at the time the agreement under consideration was made the Cherokee Nation possessed, in addition to the "neutral" lands in Kansas, which were estimated at \$1,000,000 in making up the total of the Cherokee national fund of \$1,678,000 upon the basis of which the Delawares paid into the common fund—

	Acres.
"Strip" lands in Kansas (about)-----	400, 000
Lands west of 96°, Indian Territory (about)-----	8, 000, 000
Lands east of 96°, Indian Territory Home Reservation (about)-----	5, 000, 000

In that case it was held that the Delawares acquired a right in the distribution of the proceeds, not only of the Kansas lands, but as well in such sales as were made of this vast domain held by the Cherokee Nation. Of this feature of the agreement Mr. Justice Brewer, in the *Journeycake* case, says:

Neither should too much weight be given to the fact that the Delawares were to pay for their homes at the rate of one dollar an acre, for by that purchase they acquired no title in fee simple, and it is not unreasonable to believe that the price thus fixed was not merely as compensation for the value of the lands (to be taken in the eastern portion of the reservation, where the body of the Cherokees had their homes, and therefore probably the most valuable portion of the entire reservation), but also as sufficient compensation for an interest in the entire body of lands, that interest being like that of the native Cherokees, limited to a mere occupancy of the tracts set apart for homes, with the right to free use in common of the unoccupied portion of the reserve, and the right to share in any future allotment.

We conclude, then, that the registered Delawares acquired in these lands only the right of occupancy during life, with a right upon allotment of the lands, to not less than 160 acres together with their improvements, and the children and descendants of such Delawares took only the rights of other citizens of the Cherokee Nation as the same are regulated by its laws.

The bill further seeks to exclude from the allotment of Cherokee lands and funds certain citizens alleged to have been illegally admitted to citizenship, thereby wrongfully diminishing the shares of the Delawares in the common property. At the time of the agreement of April 7, 1867, the constitution, secs. 2 and 5, of the Cherokee Nation had been amended to read:

Sec. 2. The lands of the Cherokee Nation shall remain common property until the national council shall request the survey and allotment of the same, in accordance with the provisions of article 20th of the treaty of 19th July, 1866, between the United States and the Cherokee Nation.

Sec. 5. No person shall be eligible to a seat in the national council but a male citizen of the Cherokee Nation, who shall have attained to the age of twenty-five years, and who shall have been a bona fide resident of the district in which he may be elected at least six months immediately preceding such election. All native-born Cherokees, all Indians, and whites legally members of the nation by adoption, and all freedmen who have been liberated by voluntary act of their former owners or by law, as well as freed colored persons who were in the country at the commencement of the rebellion, and are now residents therein, or who may return within six months from the 19th day of July, 1866, and their descendants who reside within the limits of the Cherokee Nation, shall be taken and deemed to be citizens of the Cherokee Nation.

These constitutional provisions were in full force when the Delawares acquired their rights and when they were incorporated, or, as the agreement expressed it, "consolidated," with the Cherokee Nation. Under its terms the Delawares have participated in political rights and have taken part in the government of the nation. It is claimed that these amendments were illegally adopted for want of compliance with authorized methods for amending the national constitution. But the nation has never undertaken to set them aside or call in question their force and effect. They were in the fundamental law when the Delawares were made a part of the Cherokee Nation and the rights exercised were only those belonging to the nation when the Delawares saw fit to subject themselves to the laws of a new nation of which they were to become a component part upon equal terms with other citizens. The Cherokee Nation has many of the rights and privileges of an independent people. They have

their own constitution and laws and power to administer their internal affairs. They are recognized as a distinct political community and treaties have been made with them in that character. (Cherokee Trust Fund Cases, 117 U. S., 285.) It is not reasonable to suppose that in the act under which these proceedings were brought it was intended to authorize inquiry into the administration of the political affairs of the Cherokee Nation with a view to setting aside the adoption of constitutional amendments and the revision of political action in admitting persons to citizenship in the nation under authority of its constitution. The same conclusion disposes of the contention of the appellants that relief can be granted in this case in respect to alleged maladministration of the financial affairs of the Cherokee Nation with a view to holding it to account in favor of the Delawares prosecuting this suit. We are authorized by the enabling act to determine the contractual rights of the Delawares in the national lands and funds, not to overhaul the political and administrative action of the Cherokee Nation.

The act authorizing this suit contemplates a determination of the rights and interests of the Delawares residing in the Cherokee Nation in the lands and funds of the Cherokee Nation under the compact of April, 1867. That it was the purpose of Congress to have a full and final determination of such rights is further shown in the Cherokee allotment act of July 1, 1902. Section 23 of this act provides:

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.

These acts contemplate a judgment of the court which shall determine the rights of the Delawares and Cherokees in the lands and funds of the Cherokee Nation in such wise as to enable a division to be made conformable to the rights of the parties as judicially determined. The Court of Claims rendered a decree dismissing the bill. Whilst agreeing with the conclusions reached in that court, as to the rights of the Delawares, we think the bill was broad enough in its allegations and prayer for relief to require a definite settlement of the rights in controversy. Instead of dismissing the bill, we think a decree should have been entered finding the registered Delawares entitled to participate equally with Cherokee citizens of Cherokee blood in the allotment of lands of the Cherokee Nation, with the addition that if there is not enough land to give to each citizen of the nation 160 acres, then the registered Delawares shall be given that quantity, together with their improvements. In all other respects the Cherokee citizens, whether of Delaware or Cherokee blood, should be given equal rights in the lands and funds of the Cherokee Nation. The decree dismissing the bill is so modified as to conform to the terms just stated; and as so modified it is affirmed.

## APPENDIX No. 10.

### 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, 1904.

CREEK No. 589.

PAQUIN *v.* DAVIS.

CONSTRUCTION OF STATUTE.—Section 6 of the act of March 1, 1901 (31 Stat., 861), is simply a remedial provision for the protection of allotments the validity of which might otherwise have been questioned, and an allotment made by the Commission prior to the act of March 1, 1901, is not necessarily a finality by reason of said section 6.

*Secretary Hitchcock to Commissioner of Indian Affairs (September 2, 1903, I. T. D. 3592-4064-1903).*

The Department is in receipt of a report dated April 20, 1903, rendered by the Commission to the Five Civilized Tribes in response to departmental letter of April 9, 1903, transmitted with the Acting Commissioner's letter of April 25, 1903 (Land 25954-1903), relative to the Creek land contest of Mattie Paquin for Hamor C. Perryman *v.* Nancy W. Davis, involving the SE.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$  and lot 4 of section 30, township 19 north, range 13 east, Indian meridian.

January 12, 1903, the Commission to the Five Civilized Tribes rendered a decision in this case in favor of the contestant, which decision was affirmed by the Acting Commissioner on February 27, 1903. An appeal was taken from the Acting Commissioner's decision, and the papers in the case were forwarded to the Department April 3, 1903.

An examination of said papers shows that the contestee selected the land in contest as her allotment on August 5, 1899, and that said land was then set aside as such for her by the Commission to the Five Civilized Tribes. Inasmuch as no contest was filed until June 19, 1901, the question arose as to whether or not the action of the Commission became final in setting aside said lands as the allotment of Nancy W. Davis, in view of section six 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, and the same shall, as to appraisalment 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.

The Commission's views were accordingly requested in said letter of April 9th relative to this question. In reply the Commission stated as follows:

The Commission is of the opinion that the allotment selection made by Nancy W. Davis was not confirmed by the act of March 1, 1901, for the reasons stated in its decision on the demurrer filed in the case of George R. Perryman *v.* Ben Haikey, which said decision was affirmed by the Department on August 1, 1902 (I. T. D. 4323-1902).

Since the Commission's report of April 20, 1903, was furnished, an opinion was rendered, under date of June 12, 1903, by the Assistant Attorney-General for this Department, touching upon this question, in which he stated:

I am further of the opinion that paragraph six of the agreement with the Creek Indians, ratified and confirmed by act of March 1, 1901 (31 Stat., 861), was intended to place the allotments mentioned therein on the same footing as if they had been made under said agreement and act. It was simply a remedial provision for the protection of allotments the validity of which might otherwise have been questioned. The lands covered by those allotments may be included in town sites to the same extent as, but to no greater than, can lands covered by other valid allotments. In other words, they stand in exactly the same position as other valid allotments and are to be governed by the same rules in all questions relating to town sites.

It is clear, in view of the opinion quoted above, that although the Commission did set aside the land in contest to Nancy W. Davis prior to the act of March 1, 1901, such action was not necessarily a finality by reason of said section six, quoted above.

Finding no cause to disturb the Commission's decision, the same is hereby affirmed, and you will advise the Commission accordingly.

## CREEK No. 704.

## POSEY v. TUCKER.

**NOTICE.**—Contestee filed upon improved land in possession of contestant, without notice to contestant and without any possessory rights to said land, and at a time when such land was not an excessive holding. *Held:* Failure to give notice required by amendments to rules and regulations of October 7, 1898, rendered contestee's filing void; that the subsequent selection by contestant of all land to which his family was entitled did not validate contestee's filing; and that said defect not being cured prior to the birth of a child to contestant, contestant could select said land for said child.

**EXCESSIVE HOLDING.**—Party filing on improved land of another not legally competent to determine for himself whether or not such lands constitute an excessive holding, and must give notice to such alleged excessive holder as required by Regulations.

**CONSTRUCTION OF STATUTE.**—Section 6 of act of March 1, 1901, does not declare allotments made prior thereto to be absolutely final.

*Secretary Hitchcock to Commissioner of Indian Affairs (September 9, 1903, I. T. D. 6428-1903).*

The Department is in receipt of your communication of August 22, 1903 (Land 53148-1903), with which you transmitted the record in the matter of the Creek land contest of John M. Posey, father and natural guardian of Ruby Posey, a minor, contestant, v. Grant Tucker, contestee, involving the SE.  $\frac{1}{4}$  of section 32, township 18 north, range 18 east, I. M., containing 160 acres.

This case was decided April 18, 1903, by the Commission to the Five Civilized Tribes in favor of the contestee. On appeal to your office said decision was reversed by you in a decision dated July 23, 1903. The matter is now before the Department on appeal from your decision.

It seems that the land in controversy is a part of a tract which was held en bloc by the contestant September 14, 1899, and for a year, and perhaps more, prior thereto, with the intention of having the same allotted to himself and his family. On September 15, 1899, the land now in contest was selected by Grant Tucker, the contestee, as his allotment, and was set apart for him as such on that date by the Commission. On the day preceding, namely, September 14, 1899, the contestant selected for two of his children a part of the land so held by him. Two days later he filed upon other portions of his holding for himself and other members of family, but in neither case did he file upon the land in controversy. As before stated, the contestee's filing was made September 15, the intervening day. Said filing was made by the contestee without notifying the contestant, having obtained from him no possessory right whatever.

It also appears that Ruby Posey, for whom this contest was instituted, was born October 3, 1899, and that on the 16th of Nov., 1899, her father filed for her on the SE.  $\frac{1}{4}$  of section 32, township 18 north, range 17 east, I. M. In so filing a mistake was made by the father or by the filing clerk, the intention of the father being to file on section 32, T. 18 N., R. 18 E., I. M., the same being that part of the tract in his possession when the land office was opened and which had already been set apart for the contestee on September 15, as before stated. By reason of his mistake the contestant was permitted by the Commission, in accordance with an opinion rendered October 22, 1902, by the Acting Commissioner, to relinquish the first filing made for his daughter. In lieu thereof he subsequently made application to have the tract now in controversy set aside for her, in accordance with his original intention.

The testimony clearly shows that the contestee had no possessory rights to this land at the time he filed upon it. Furthermore, the evidence presented does not warrant the conclusion that he subsequently acquired such right by purchase or otherwise, except in the degree that attached to him by reason of having selected it for his allotment. Clearly the right of possession has been in the contestant from the beginning of the controversy, unless it has been properly determined that his retention of this land constituted an excessive holding within the meaning of section 17 of the act of June 28, 1898 (30 Stats., 495), which provides in part:

• 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.

In this connection the Commission, in its said decision of April 19, 1903, says:

Contestant now states that he was holding land in controversy for his minor daughter, Ruby Posey, for whom this contest was instituted. This child was not living at the time of contestee's filing herein. From September 16th, 1899, when contestant completed his filings for the members of his family, until October 3rd, 1899, the date on which Ruby Posey was born, said land was an excessive holding as to John M. Posey. During that interval said land was allotable land of the Creek Nation and contestant could not have been holding the same for a child not yet born.

In your decision of July 23, 1903, you show that on September 15, 1899, the contestant herein had not completed his allotment selections for the members of his family then living, and did not so complete such selections until September 16, 1899; that the contestant in claiming to hold this land in controversy as a part of the allotment selections for the members of his family on September 16, 1899, was not in possession of land that could be called an excessive holding on that date, and that the contestee, therefore, in filing on this land in controversy on September 15, 1898, was bound to give the contestant notice of such filing, in accordance with the amendments to rules and regulations of October 7, 1898, governing the selection of prospective allotments of land in the Indian Territory (Creek and Cherokee nations), which amendments were approved April 7, 1899, and provide in part as follows:

Any citizen of either of said tribes desiring to make selection of lands occupied by another citizen shall be required to give such occupant ten days' notice of the time of filing his application, and if upon hearing of evidence adduced by both parties the Commission is satisfied that such lands are held by the applicant contrary to the provisions of sections 16 and 17 of the act of Congress, June 23, 1898, certificate of selection shall be issued to the applicant, subject to the right of appeal to the Secretary of the Interior.

It also appears from your decision that there is no evidence submitted in the report showing that the required notice was given by the contestee. You therefore conclude that when the contestee failed to give the required notice his filing on the premises in contest became void and of no effect and that the fact that the contestant on the succeeding day made selection for other members of his family and completed his filing for all the members of his family then living did not validate the selection of the contestee. You also conclude that John M. Posey had a legal right, on November 16, 1899, to select said tract for his daughter Ruby, who was born October 3, 1899.

In this view the Department concurs. The contestee was not legally competent to determine for himself whether or not the lands held by Mr. Posey constituted an excessive holding. It was his duty to give the contestant proper notice, as required by the regulations quoted above, in order that the matter could be legally determined by proper proceedings, contemplating as they did a hearing before the Commission, with right of appeal to the Secretary of the Interior. Furthermore, it is considered that the Commission could not properly waive the required notice in the light of said regulations. It is true that as a tentative measure to facilitate the work of allotment permission was granted to Creek citizens by special regulations to select 160 acres each for their allotments. It can not be assumed, however, in the absence of any specific provision in the law as it existed when the contestee made his selection defining the quantity of land and other property to which each Creek was entitled, that it was meant by said regulations to arbitrarily limit the amount of such property to 160 acres of land. On the contrary, it was recognized in said regulations that in some cases a lesser number of acres would be ample, as appears from the following:

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

By implication it follows that in other cases it might possibly be necessary to give some citizens more than 160 acres of land in order to secure a fair distribution of the tribal property. At the time said allotments were made no man could positively say what each citizen's share of the tribal property would be, and to arbitrarily limit the amount would no doubt in some cases have worked a forfeiture of property rights which were regarded by the courts in the Indian Territory as vested. At any rate the matter was one which could properly be determined only by the methods prescribed in said regulations.

It has been urged that, inasmuch as the land was allotted to the contestee prior

to the act of March 1, 1901 (31 Stats., 861), the action of the Commission became final in accordance with section 6 of said act, 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, 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 lands shall be determined by said Commission.

It was the intention of the section quoted above to give lawful sanction to the allotment work theretofore accomplished, it guaranteed the validity of such work, but in no sense declared it to be an absolute finality. In this connection see departmental decision of September 2, 1903, in the case of Paquin *v.* Smith.

In view of the considerations stated above, the Department concurs in your decision and the same is hereby affirmed. You will advise the Commission to the Five Civilized Tribes accordingly.

CREEK No. 599.

SHEPHERD *v.* MARSHALL.

**EXCESSIVE HOLDING.**—Where land in contestant's possession was not an excessive holding at the date of contestee's filing, the subsequent selection by contestant of other lands sufficient to complete all the allotments to which his family was entitled waives contestant's rights to the land so held by him and said land thereby becomes an excessive holding and contestee's filing lawful.

**SUBSEQUENT BIRTH OF CHILD.**—Contestant was on January 22, 1900, an excessive holder; on July 24, 1900, there was born to himself and wife a child. *Held*, that the birth of such child did not reinvest contestant with the right to hold said land as against one filing prior to the birth of said child and while said land was an excessive holding.

**NOTICE.**—Where contestant and contestee were near neighbors and both claimed possessory rights and contestee's filing was not contested for over two years. *Held*, that failure of contestee to notify contestant was not fatal to his rights.

**PRACTICE.**—Where a filing is made by mistake so as not to include improvements, the only remedy of the owner of such improvements as against one subsequently filing thereon, is to relinquish the land filed upon by mistake and institute a contest under the provisions of supplemental agreement of June 30, 1902.

*Acting Secretary Ryan to Commissioner of Indian Affairs (September 28, 1903, I. T. D. 6766-1903).*

The Department is in receipt of your communication of September 14, 1903 (Land 56862), with which you transmitted the record in the matter of the Creek land contest case of George Shepherd, as father and natural guardian of Elisha Shepherd, minor, contestant, *versus* Lily Marshall, contestee, involving the N.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$  of section 22, T. 15 N., R. 12 E., I. M., 80 acres.

The case was decided April 11, 1903, by the Commission to the Five Civilized Tribes in favor of the contestee. On appeal to your office said decision was affirmed by you in a decision dated July 16, 1903. The matter is now before the Department on appeal from your decision. With the motion for appeal is filed a brief and argument by the attorney for the contestant, which appears to have been served upon the attorneys for the contestee, but no reply was made by the contestee.

It appears that on November 24, 1899, there were two members of contestant's family who were then citizens of the Creek Nation and entitled to enrollment therein, these two persons being the wife of contestant, Annie Shepherd, and her infant daughter, Hanna Shepherd; that on said date Annie Shepherd selected for herself 80 acres of land and for her daughter 160 acres of land; that on January 19, 1900, the contestant filed on the land in controversy, and that on January 22, 1900, the said Annie Shepherd completed her selection for allotment by selecting 80 acres more of the lands of the Creek Nation; that subsequent thereto, and on July 24, 1900, the said Elisha Shepherd, for whom this contest was brought by his father, George Shepherd, was born. It also appears that when the wife of the contestant made the selection for herself and daughter as aforesaid, she claims to have made a mistake in the description of the land desired to be taken by her, and that she intended to file on the land now in controversy, instead of the 80 acres taken by her elsewhere, and that when she desired to relinquish the land so filed on, she claims that she was not permitted to do so by the Commission, and that the contestant was informed that he could file upon the land in controversy for his said child, Elisha Shepherd.



It appears that both the contestant and contestee claim possessory rights to the land in controversy. It can not be rightfully contended that when contestee filed upon said land the contestant held same in excess, for at that date, January 19, 1900, members of the contestant's family had not completed selection of all the lands to which they were entitled, but thereafter, and on January 22, 1900, the members of the contestant's family did complete selection of all the lands in the Creek Nation to which they were entitled, having filed upon 80 acres of land elsewhere. It therefore appears that the land in controversy has been held by the contestee since January, 1900. It has been urged that the contestant was not notified that contestee was going to file upon said land. The evidence shows, however, that the contestee and contestant were near neighbors, and that both claimed possessory rights to said land; that subsequent to the contestee's filing upon same the contestant selected 80 acres of land elsewhere, and the contestee's right to the land in controversy was not controverted until September 10, 1902.

It is claimed that it was the intention of the contestant's wife to file upon the land in controversy instead of the 80 acres elsewhere. In such an event her only remedy would have been to relinquish the 80 acres of land held by her elsewhere and institute a contest for the land in controversy under the provisions of the Creek supplemental agreement of June 30, 1902. Inasmuch as she did not pursue such a course, the contestant could not lawfully claim the land in controversy.

The Department therefore affirms your decision, and you will so advise the Commission.

CREEK No. 3.

BROWN v. COLLINS.

(On motion to review.)

REVIEW.—The decision rendered herein by the Department on April 3, 1901, became final by the failure to file a motion for review or rehearing until 1903. Evidence in Creek contest No. 564 held not applicable to contest No. 3.

*Acting Secretary Ryan to Commissioner of Indian Affairs (October 30, 1903, I. T. D. 3715-1900, 1269, 7326, 7668-1903).*

April 3, 1901, the Department rendered a decision in the Creek land contest No. 3, of Emma L. Brown et al. v. Henry Collins et al., involving land in sections 9 and 10, T. 10 N., R. 16 E., affirming the decision of your Office in favor of the plaintiff.

On January 30, 1903, there was received by the Department a motion for rehearing in this case, and in letter of February 18, 1903, it was requested by one of the attorneys filing said motion that action would be withheld in contest No. 3, on said motion, until the matter at issue in another contest, numbered 564, and entitled "Aurora Collins et al. v. Emma L. Brown et al.," reached the Department, as the two contests, it was alleged, involved separate pieces of the same farm, and in view of the fact that the testimony in the two cases is almost identical.

August 31, 1903, the Commission to the Five Civilized Tribes reported in reply to departmental request of February 5, 1903, that it mailed to the Department, February 18, 1903, a letter transmitting an answer to said motion for a rehearing, and informed the Department that notice of its decision of April 3, 1901, with a copy thereof, was personally served April 15, 1903, upon the attorneys of record for the parties in the contest No. 3. It was stated, it appears in the letter of the Commission of February 18, 1903, that "notice, together with the acknowledgment of service thereof, is herewith inclosed." This letter of the Commission has never been received by the Department, and your report that it does not appear to have ever reached your Office.

On October 26, 1903, by direction of the Department, you submitted the records in both of said contest cases (in case No. 3 informally), and also a copy of your decision of March 12, 1903, in the case of Collins et al. v. Brown et al., case No. 564.

It is stated in said decision that the attorneys for contestant aver that the question raised in the two contests are identical, and claim that the Commission was also under the impression that the same questions were involved as to the lands in question in each case; that there is some ground for this position, but in your opinion it is not wholly true; that the Commission's opinion in land con-

test No. 3 did not hold directly that the facts applicable to that part of the bottom land then in contest were applicable to the whole, nor can it be fairly maintained that the Commission so held by implication other than by reciting an old Indian custom, which would not be binding in the light of new facts and a clearer understanding of the equities involved; that an equitable division of these tracts should have been made when the facts were first submitted to the Commission, and as it was not done then it appears that in rendering the decision in the contest No. 564 in favor of Collins the Commission has sought to make such equitable division now.

The testimony, however, in such cases could not be made applicable to case No. 3, decided by the Department April 3, 1901, even if that decision had not become final, which it did by failure to file a motion for review on rehearing until 1903.

The motion is therefore denied, and you will so advise the Commission to the Five Civilized Tribes, with directions to advise the parties in interest.

CREEK No. 730.

MAJOR v. THOMPSON.

(On review.)

**ALLOTMENT DEED.**—Upon review of departmental decision of October 13, 1903, the same is held to be erroneous and is reversed.

**SAME—ACCEPTANCE BY ALLOTTEE.**—The acceptance of deed has the effect of the execution and delivery of a deed of release of allottee's interest in communal lands and is necessary to vest title in allottee. Allotment deed not equivalent to a United States patent.

**LIMITATION OF RIGHT TO CONTEST.**—Departmental decision rendered herein October 13, 1903, construing act of March 1, 1901 (32 Stats., 861–862), and act of June 30, 1902 (32 Stats., 500–501), recalled and vacated and decision in *McNac v. Wadsworth*, of December 12, 1901, Creek No. 397, affirmed.

*Secretary Hitchcock to Commissioner of Indian Affairs, February 18, 1904 (I. T. D. 6752–1903).*

The Department is in receipt of the motion by Lobay Major, contestant, against Lou Thompson, for and on behalf of her minor son, James Thompson, both members of the Creek Nation, for review of departmental decision of October 13, 1903, affirming your Office decision of July 7, 1903 (Land 3420, 1903). dismissing his appeal from the decision of the Commission to the Five Civilized Tribes, April 11, 1903, involving the right to allotment of the northwest quarter of the southwest quarter of section 2, township 11 north, range 16 east, Indian meridian, containing forty acres.

It is necessary here only to consider the points of decision claimed to be erroneous, and for the history of the case reference is made to the record and departmental decision of October 13, 1903. The decision of the Commission to the Five Civilized Tribes, and the ground of its affirmance by your Office and by the Department, was that June 11, 1901, this and other land was selected by the contestee, and deed therefor, numbered 1563, executed by the principal chief, was approved by the Department, and on December 24, 1902, was filed for record in the office of the Commission to the Five Civilized Tribes. It was held that such deed is the equivalent of a patent by the United States to public lands, and its execution and record passed title and divested the Department of jurisdiction over the land. Upon review of the subject this is deemed to be erroneous.

By section 23 of the act of March 1, 1901 (31 Stat., 861, 868), the acceptance of the tribal deed is given the effect of the allottee's—

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 land reserved from allotment.

The acceptance of the deed has the effect of the execution and delivery of a deed of release of the allottee's interest in the other communal lands allotted to others of the tribe, like the voluntary deed in partition of one of several common owners. This makes acceptance of the deed a part of the transaction of partition or allotment of the communal property in severalty to the individual members of the communal owners. Such deed is therefore not the equivalent of a patent by the United States to public lands. The individual entryman has no interest in the mass of public lands, and has nothing therein to release. At or before the time of the final entry he renders the full consideration for the land he seeks to acquire, and his assent to the passing of legal title to him is complete at the instant of the final entry. The patent when issued relates to that date, though issued long afterwards. The issue and record of the patent vest

legal title, whether it is delivered or not. (*United States v. Schurz*, 102 U. S., 378). But the nature of Indian titles and effect given by the statute to the delivery and acceptance of the tribal deed make the doctrine of that case clearly inapplicable to allotment deeds.

The record in the present case does not clearly show whether the tribal deed was delivered to Thompson and accepted or not. Counsel for contestant assert that it was not. The decision having been placed upon erroneous grounds, and the record not disclosing that proper ground existed, the decision is reversed and the case is remanded to be readjudicated.

Upon the other ground for the departmental decision, that Major's right of contest had been lost, the Department adheres to the ruling previously made in *McNac v. Wadsworth*, December 12, 1901, and the decision herein is recalled and vacated for conflict therewith.

#### DIGEST.

##### ACCEPTANCE BY ALLOTTEE.

The acceptance of deed has the effect of the execution and delivery of a deed of release of allottee's interest in communal lands and is necessary to vest title in allottee. Allotment deed not equivalent to United States patent. (*Major v. Thompson*, p. 193.)

##### ALLOTMENT DEED.

*See* Acceptance by Allottee.

##### CONSTRUCTION OF STATUTE.

Section 6 of the act of March 1, 1901, does not declare allotments made prior thereto to be absolutely final. (*Posey v. Tucker*, p. 189.)

Section 6 of the act of March 1, 1901 (31 Stats., 861), is simply a remedial provision for the protection of allotments the validity of which might otherwise have been questioned, and an allotment made by the Commission prior to the act of March 1, 1901, is not necessarily a finality by reason of said section 6. (*Paquin v. Davis*, p. 188.)

##### EVIDENCE.

Evidence in Creek allotment contest No. 564 held not applicable to Creek allotment contest No. 3. (*Brown v. Collins*, p. 192.)

##### EXCESSIVE HOLDING.

Party filing on improved land of another not legally competent to determine for himself whether or not such lands constituted an excessive holding; must give notice to said alleged excessive holder as required by regulations. (*Posey v. Tucker*, p. 189.)

Where land in contestant's possession was not an excessive holding at the date of contestee's filing, the subsequent selection by contestant of other lands sufficient to complete all the allotments to which his family was entitled waived contestant's right to the land so held by him, and said land became an excessive holding and contestee's filing lawful. (*Shepherd v. Marshall*, p. 191.)

##### LIMITATIONS OF RIGHT TO CONTEST.

Departmental decision rendered herein October 13, 1903, construing the act of March 1, 1901 (32 Stats., 861-862), and act of June 30, 1902 (32 Stats., 500, 501), recalled and vacated a decision in *McNac versus Wadsworth* of December 12, 1901, Creek No. 397 affirmed. (*Major v. Thompson*, p. 193.)

##### NOTICE.

Contestee filed upon improved land in possession of contestant without notice to contestant and without any possessory rights to said land and at a time when such land was not an excessive holding. *Held*, failure to give notice required by amendment to Rules and Regulations of October 7, 1898, rendered contestee's filing void. That the subsequent selection by contestant of all land to which his family was entitled did not validate contestee's filing and that said defect not being cured prior to the birth of a child to contestant, contestant could select said land for said child. (*Posey v. Tucker*, p. 189.)

Where contestant and contestee were near neighbors and both claimed possessory rights, and contestee's filing was not contested for over two years, *held*, that failure of contestee to notify contestant was not fatal to his rights. (*Shepherd v. Marshall*, p. 191.)

**PRACTICE.**

Where a filing is made in the Creek Nation by mistake, so as not to include improvements, the only remedy of the owner of the improvements as against one subsequently filing thereon is to relinquish the land filed upon by mistake and institute a contest under the provisions of the supplemental agreement of June 30, 1902. (*Shepherd v. Marshall*, p. 191.)

**REVIEW.**

The decision rendered by the Department on April 3, 1901, became final by the failure to file a motion for review or rehearing until 1903. Evidence in Creek contest No. 564 held not applicable to contest No. 3. (*Brown v. Collins*, p. 192.)

**SUBSEQUENT BIRTH OF CHILD.**

Contestant was on January 22, 1900, an excessive holder. On July 24, 1900, there was born to himself and wife a child. *Held*, that the birth of such child did not reinvest contestant with the right to hold said land as against one filing prior to the birth of said child and while said land was an excessive holding. *See also* Excessive Holding. (*Shepherd v. Marshall*, p. 191.)

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## APPENDIX No. 11.

*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, 1904.*

No.	Title.	Decided by Commission.	Action of Commissioner of Indian Affairs.	Action of Secretary of the Interior.	Case closed.
Creek, 704	John M. Posey, father and natural guardian of Ruby Posey, a minor, v. Grant Tucker.	Apr. 18, 1903	Reversed July 23, 1903.	Decision of Commissioner of Indian Affairs affirmed Sept. 9, 1903.	Sept. 30, 1903
Creek, 589	Mattie Paquin, for Hamor C. Perryman, v. Nancy W. Davis.	Jan. 12, 1903	Affirmed Feb. 27, 1903.	Affirmed Sept. 2, 1903.	Oct. 9, 1903
Creek, 3	Emma L. Brown et al. v. Henry R. Collins et al.	Jan. 24, 1899	Affirmed Oct. 10, 1900.	Affirmed Apr. 3, 1901. Motion for a review of decision of Apr. 3, 1901, filed Oct. 30, 1903. Motion for review denied Feb. 26, 1904.	Mar. 29, 1904
Creek, 730	Lobay Major v. Lou Thompson, for and on behalf of her minor child, James Thompson.	Apr. 11, 1903	Affirmed July 7, 1903.	Affirmed Oct. 13, 1903. Decision of Oct. 13, 1903, reversed on motion for review Feb. 18, 1904. Case remanded for further hearing. No further appeal.	Apr. 21, 1904
Creek, 599	George Shepherd, father and natural guardian of Elisha Shepherd, a minor, v. Liley Marshall.	Apr. 11, 1903	Affirmed July 16, 1903.	Affirmed Sept. 28, 1903. Motion to review decision of Sept. 28, 1903, denied Mar. 17, 1904.	Apr. 21, 1904

## APPENDIX No. 12.

### 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 cannot 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. 13.

### 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.*



# INDIAN TERRITORY

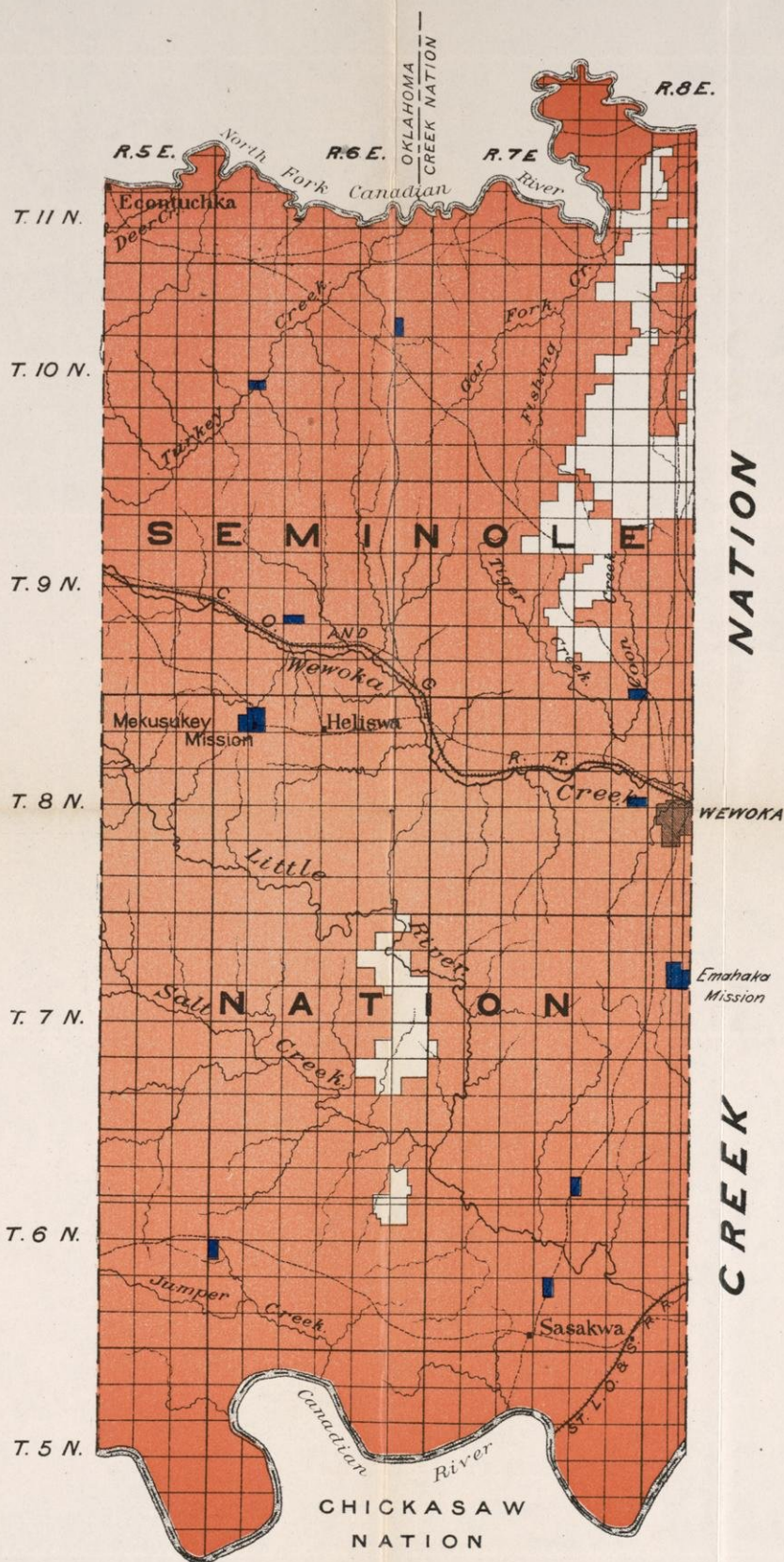
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*Railroad Systems — June 30, 1904.*





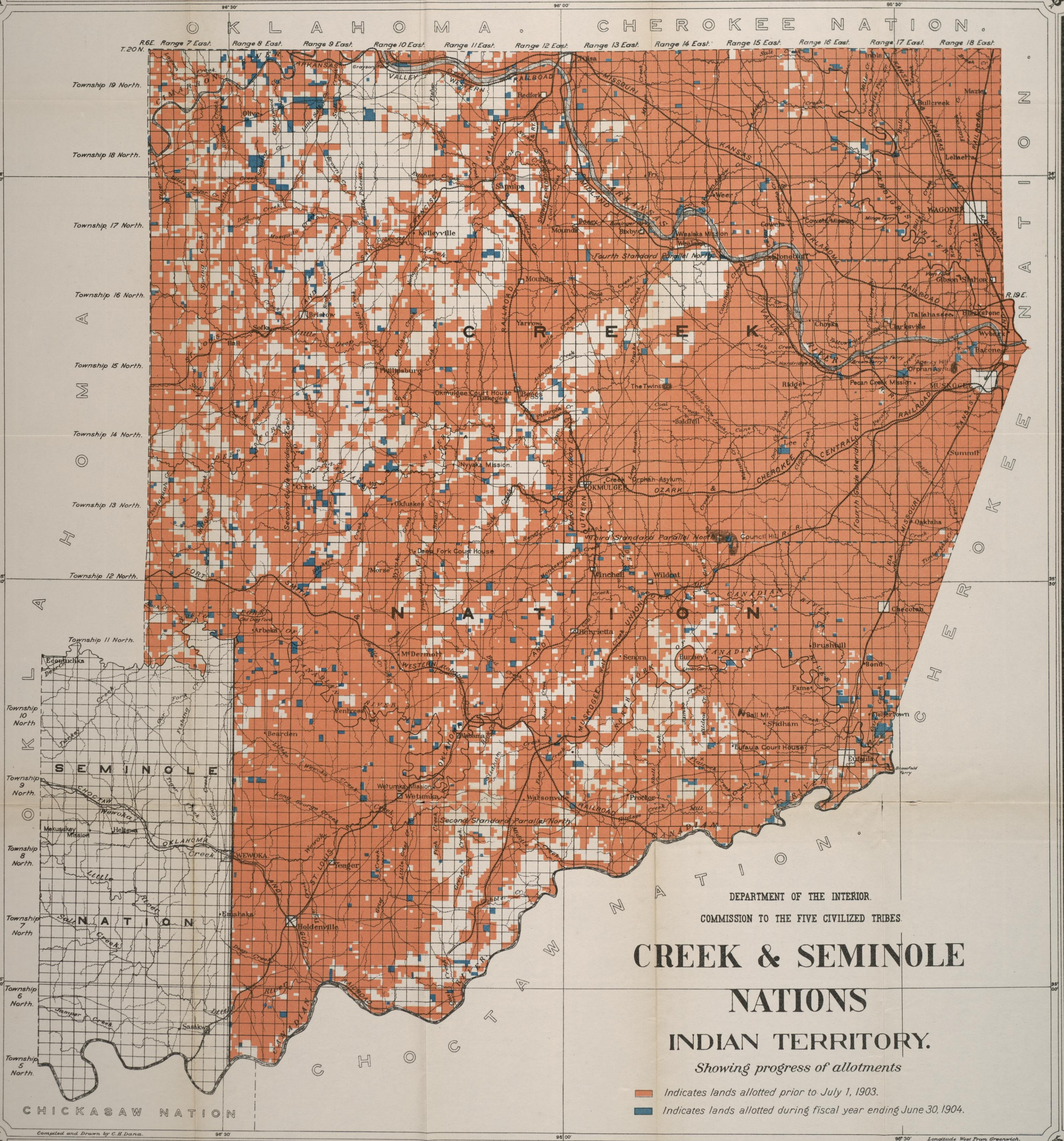
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MAP OF  
SEMINOLE NATION

- Land allotted
- Reservations, District schools



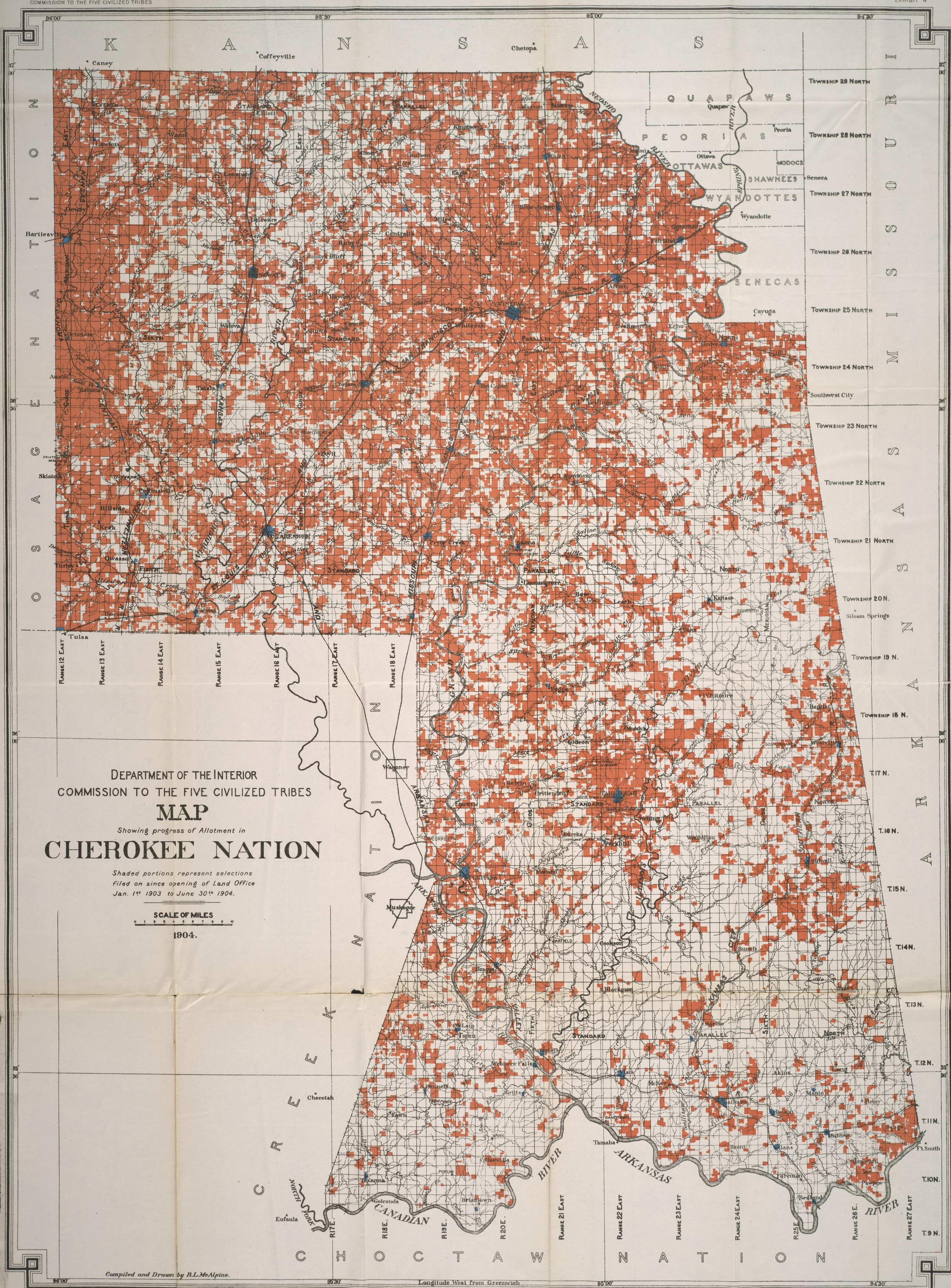




DEPARTMENT OF THE INTERIOR  
COMMISSION TO THE FIVE CIVILIZED TRIBES  
**MAP**  
Showing progress of Allotment in  
**CHEROKEE NATION**

Shaded portions represent selections  
filed on since opening of Land Office  
Jan. 1<sup>st</sup> 1903 to June 30<sup>th</sup> 1904.

SCALE OF MILES  
0 1 2 3 4 5 6 7 8 9 10  
1904.





DEPARTMENT OF THE INTERIOR  
COMMISSION TO THE FIVE CIVILIZED TRIBES  
**MAP OF  
CHOCTAW NATION  
INDIAN TERRITORY**

RED INDICATES LAND ALLOTTED TO JULY 1ST 1904.

BROWN " COAL SEGREGATION.  
BLUE " ASPHALT

SCALE OF MILES.  
1904.

C H E R O K E E N A T I O N

RIVER

ARKANSAS

RIVER

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

RANGE 19 EAST

RANGE 20 EAST

RANGE 21 EAST

RANGE 22 EAST

RANGE 23 EAST

RANGE 24 EAST

RANGE 25 EAST

RANGE 26 EAST

T

E

X

Paris

A

S

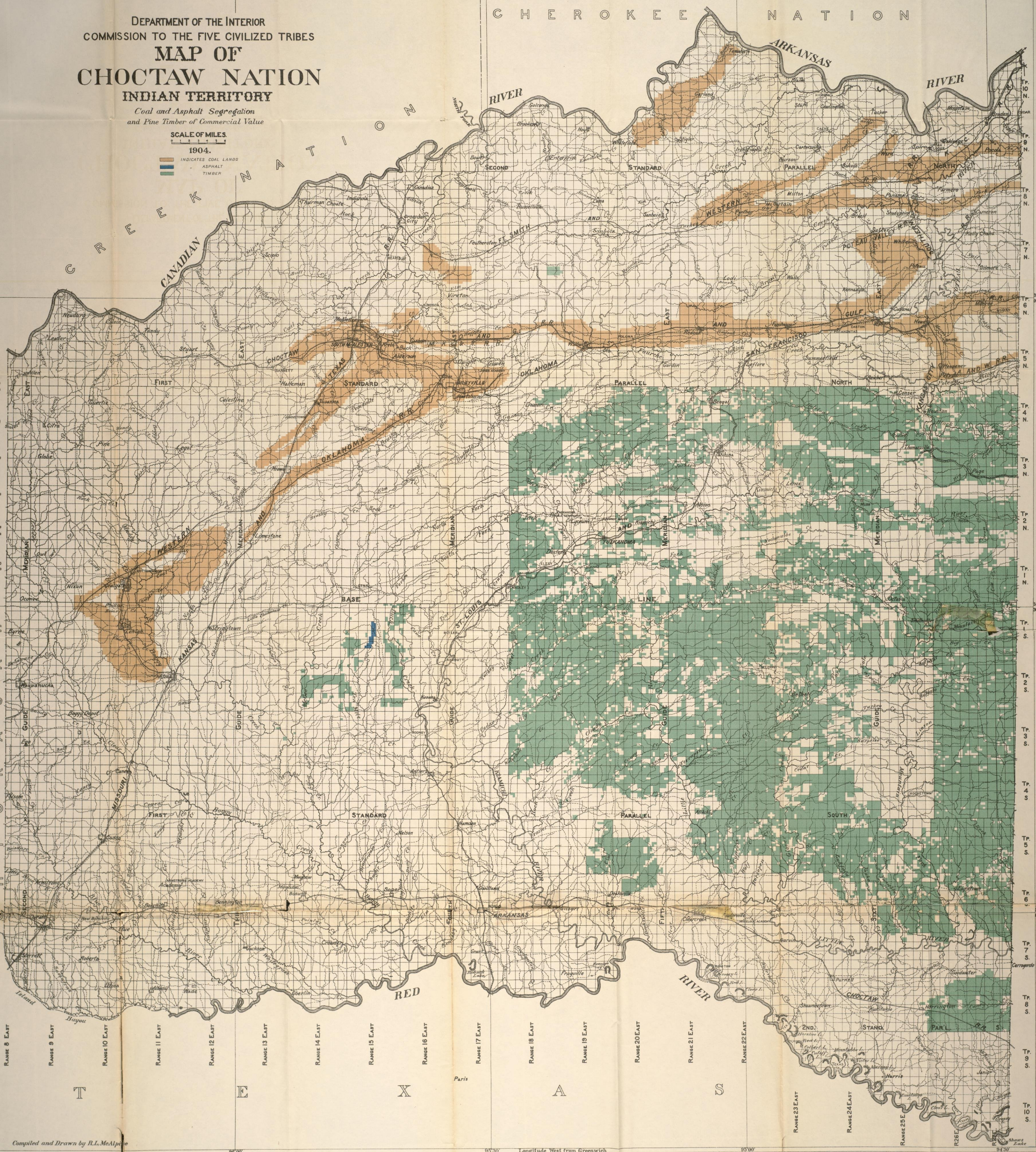


*Coal and Asphalt Segregation  
and Pine Timber of Commercial Value*

SCALE OF MILES.

1904.

INDICATES COAL LANDS  
" ASPHALT  
" TIMBER

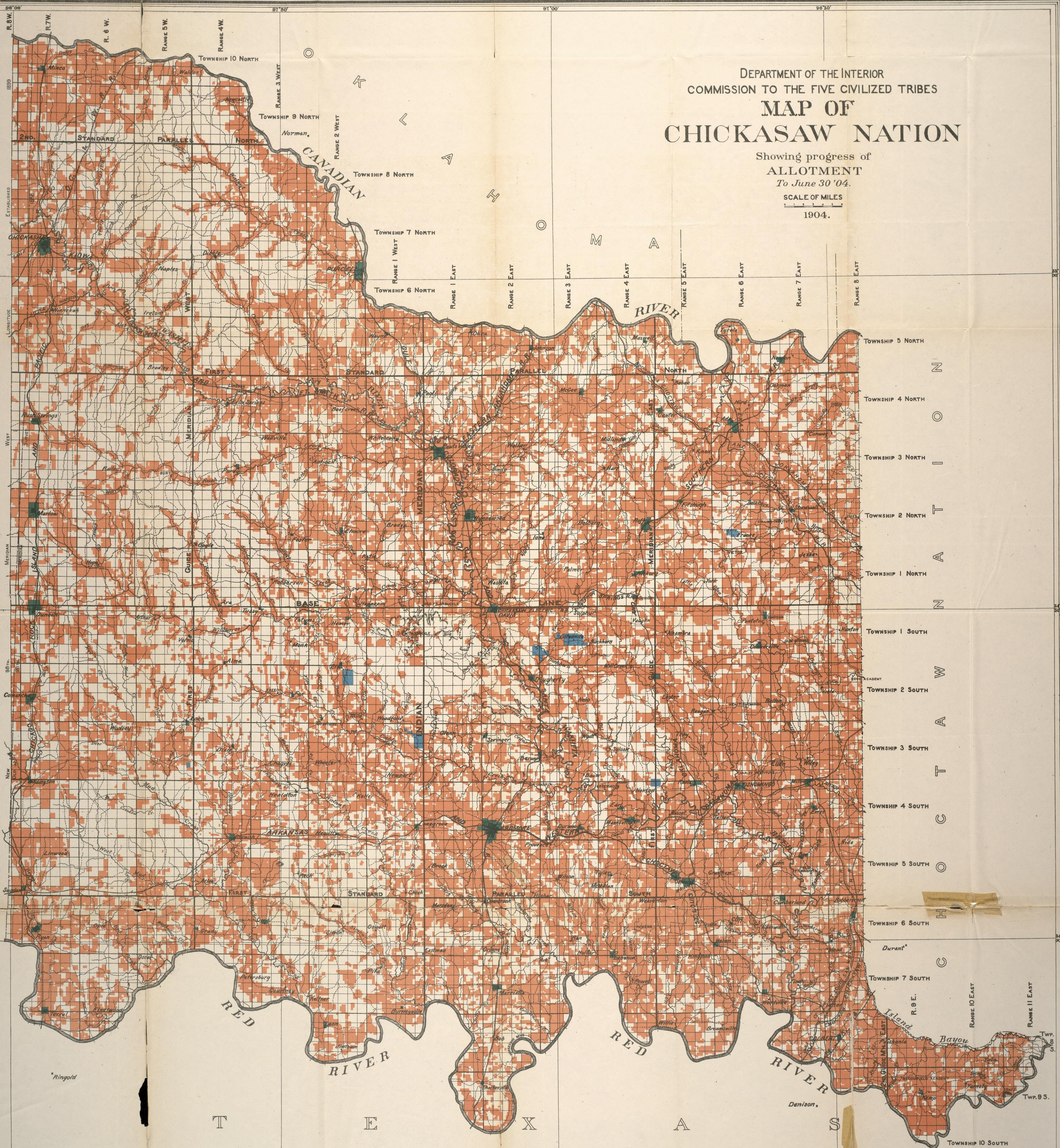




DEPARTMENT OF THE INTERIOR  
COMMISSION TO THE FIVE CIVILIZED TRIBES  
**MAP OF  
CHICKASAW NATION**

Showing progress of  
ALLOTMENT  
To June 30 '04.

SCALE OF MILES  
1904.





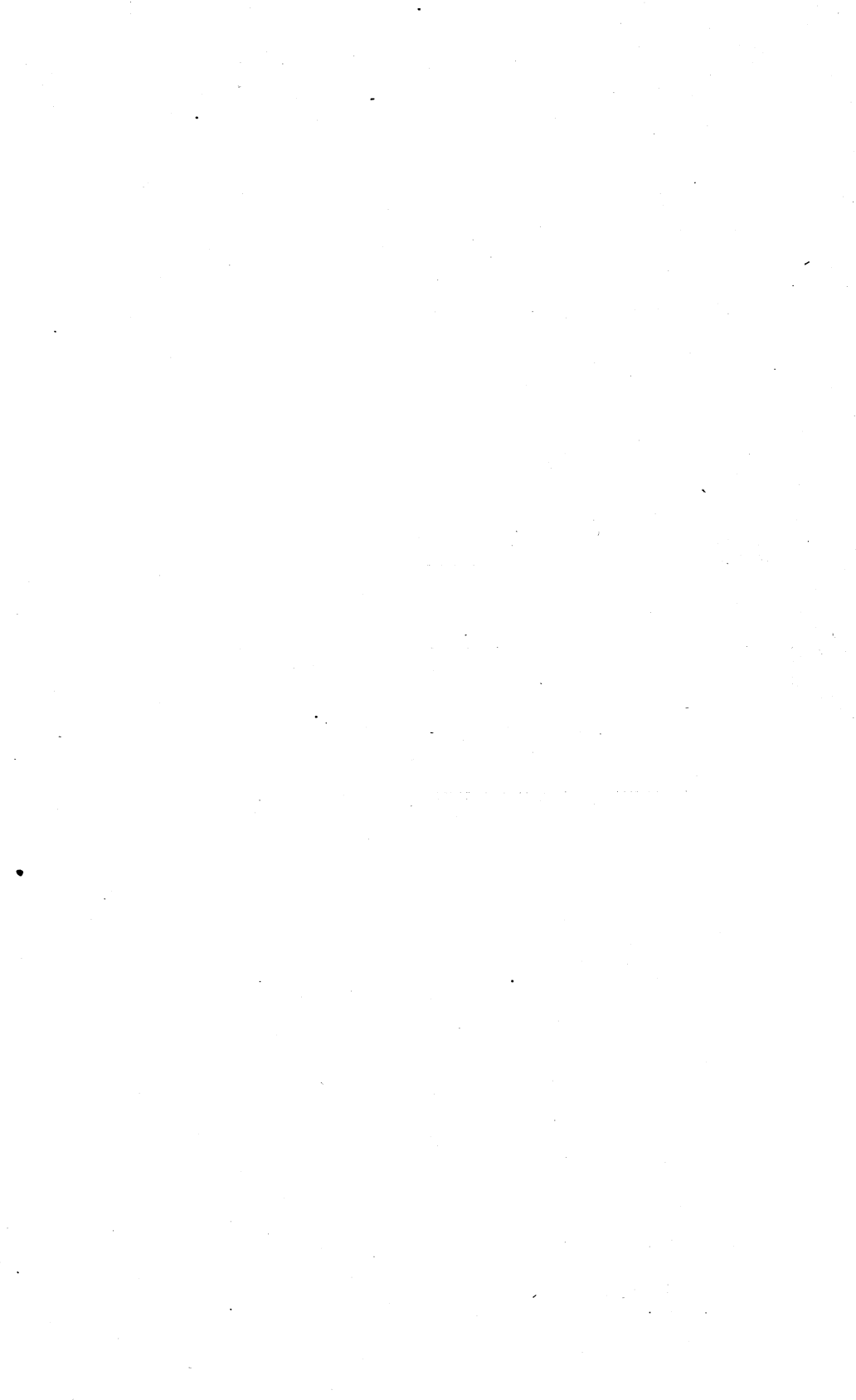
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**REPORT OF THE INDIAN INSPECTOR FOR THE  
INDIAN TERRITORY.**

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# REPORT

## OF THE

### INDIAN INSPECTOR FOR INDIAN TERRITORY.

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MUSKOGEE, IND. T., *October 12, 1904.*

SIR: Complying with instructions I have the honor to submit the sixth annual report of the United States Indian inspector for Indian Territory for the fiscal year ended June 30, 1904. The authority for the detail of a resident inspector in the Indian Territory is found in section 27 of the act of June 28, 1898 (30 Stat., 495), which reads:

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

In connection herewith, and to which attention is invited, are the annual reports of the United States Indian agent in charge of the Union Agency, the superintendent and supervisors of schools, the mining trustees of the Choctaw and Chickasaw nations, and the supervising engineer of town sites.

#### INTRODUCTORY.

Conditions generally in the Indian Territory have been so fully set forth in previous reports, and its status now so well defined in the public mind, that more than passing reference to the same is not deemed necessary. It is sufficient to say that the Indian Territory contains an area of more than 19,000,000 acres, and the Indian population is officially known as the Five Civilized Tribes. These, with the intermarried whites and descendants of negro slaves, known as freedmen, who have certain rights as citizens of their respective tribes, number about 87,000, a small per cent of whom are full bloods (and among them a blanket Indian is unknown), while the white population, according to the census of 1900, was over 300,000, which has at least doubled since that time.

The influx of population has been and is remarkable. Everywhere towns are springing up, those already established rapidly growing, some so substantially as to be dignified by the name of cities, Muskogee claiming a population at this time of from 10,000 to 12,000.

The resources of the Territory are unnumbered and diversified, its principal agricultural products at this time being hay, wheat, corn,

and "King Cotton;" crop failures are unheard of; oil and gas deposits are now being developed in certain localities in abundance and of the highest quality; coal mines not only supply local demands but find markets in Texas, Arkansas, Oklahoma, Kansas, and Missouri; asphalt beds, which only need capital and improved machinery for refining; other minerals are also believed to exist and only await development; millions of feet of merchantable pine timber are found in certain parts of the Territory, while an inexhaustible supply of the more common woods cover practically every section.

These vast interests, heretofore practically undeveloped and largely unknown owing to communal tribal ownership of land, are now attracting widespread attention by its individualization and passing of titles, as evidenced by the thousands of letters of inquiry from every State in the Union. No similar conditions as to government exist under the control of the United States. The Indian Territory is not an organized Territory; it has no political status; it has no local government except the incorporated towns; no counties; no taxes, other than tribal taxes, are levied for other than municipal purposes, and excepting certain tribal laws, all laws are made by Congress, and the Territory has no representative in that body. This is explained by the fact that heretofore the tribes have governed their affairs in their own way, making such restrictions as they saw proper, with reference to the so-called intrusion of whites, or noncitizens. The present is the period of transition. Congress only can legislate, and the administration of such laws is through the Secretary of the Interior, or the United States courts in the Territory, which is divided into four judicial districts. The details of administration, to divide, according to value, all the lands of the Five Civilized Tribes among the members thereof, to collect and disburse the immense sums of money due them as royalties, etc., both tribal and individual, and to generally close their affairs as separate nations, giving to each member his share of the whole, can scarcely be appreciated. This work is devolved upon the Secretary of the Interior through various officers and bureaus. The Commission to the Five Civilized Tribes and the offices of the inspector and Indian agent constitute the most important branches of this work in the field, from whom all reports are submitted through the Commissioner of Indian Affairs, for his recommendation, to the Secretary of the Interior for consideration and instruction.

Titles are now passing to the occupants of town lots, the allotments are nearing completion (some of which are alienable under certain conditions), and the Indians are authorized to make grazing leases for one year and agricultural leases for five years, without supervision; mineral leases are being made with Departmental approval, and soon large tracts of coal land will be sold, as will eventually the surplus lands after allotment. Congress has temporarily provided means to assist in educating the children of noncitizens, provided for the care and support of the insane, made an appropriation to initiate the establishment of public roads, provided for the recording of deeds, leases, and other like instruments, all tending at the close of tribal affairs on March 4, 1906, to eventually fit the Territory for statehood.

For convenient reference the following statement as to the previous

conditions, various agreements and acts of Congress applicable to the respective tribes and the Territory as a whole, is submitted:

PREVIOUS CONDITIONS AND RECENT LEGISLATION.

The Five Civilized Tribes comprise the Seminoles, numbering about 2,753; the Choctaws, 23,573; the Chickasaws, 9,713; the Cherokees, 35,255, and the Creeks, 15,359. These nations prior to 1898 controlled their own affairs, having separate constituted governments, with their respective governors or principal chiefs and other national officers, their legislatures or councils, enacting such laws governing their country, schools, and affairs generally as they saw fit, acting independent of the United States Government. Each nation owned all its land in common, and under their tribal laws and customs any member was authorized to take for his exclusive use any area of such lands not in use or possession of any other citizen. Such use or occupancy was transferable to others in form of leases or quitclaims.

By such means towns were built up following railroads throughout the Territory upon common property of the different nations by white people or others not members of the tribes, all such being assessed for the privilege of residing thereon or conducting business within the limits of the tribes, and others for introducing cattle, mining coal, cutting timber, etc., and citizens were also subject to a certain tax for each outsider to whom they rented farms.

*Seminole agreement.*—An agreement with this nation, dated December 16, 1897, was ratified by Congress on July 1, 1898 (30 Stat. L., 567), providing for allotment of land in severalty. (Appendix No. 1, p. 305.)

A supplemental agreement with the Seminole Nation, making provision as to the citizenship rolls and the laws of descent, was entered into on October 7, 1899, ratified by act of Congress approved June 2, 1900 (31 Stat. L., 250), and also ratified by the general council of the Seminole Nation. (Appendix No. 2, p. 307.)

These agreements were modified, or added to, by section 8 of the Indian appropriation act approved March 3, 1903 (32 Stat. L., 982), which provided for the extinguishment of the tribal government, for conveyances to allottees, and for homesteads. (See Appendix No. 11, p. 362.)

*Curtis Act.*—Sections 1 to 28, inclusive, of the act of June 28, 1898 (30 Stat. L., 495), are what is known as the Curtis Act proper, and applied to the Five Civilized Tribes until and except where agreements have been duly entered into and ratified or otherwise modified by subsequent legislation. (Appendix No. 3, p. 308.)

*Choctaw and Chickasaw agreements.*—The original agreement with these nations was ratified by section 29 of the act of June 28, 1898 (30 Stat. L., 495), which provided for citizenship rolls and distribution of lands to individuals. This agreement was entered into on April 23, 1897, and duly ratified by the tribes on August 24, 1898. (Appendix No. 3, p. 308.)

A supplemental agreement with the Choctaw and Chickasaw nations was ratified by the act of Congress approved July 1, 1902 (32 Stat. L., 641), and by the tribes September 25, 1902. (Appendix No. 4, p. 323.)

The provisions of the supplemental agreement as to the sale of the coal and asphalt lands were modified by the Indian appropriation act approved April 21, 1904 (33 Stat. L., 189) (Appendix No. 12, p. 364), and special legislation as to the alienation of lands was contained in the same act.

*Creek agreements.*—The original agreement with this nation was entered into on March 8, 1900, and ratified by an act of Congress approved March 1, 1901 (31 Stat. L., 861), and, with the exception of section 36, which was rejected, was accepted by the tribe. (Appendix No. 5, p. 337.)

A supplemental agreement is contained in the act of Congress approved June 30, 1902 (32 Stat. L., 500), and was ratified by the tribe and became effective on July 26, 1902. (Appendix No. 6, p. 345.)

Provision as to the sale of the residue of lands after allotment, and special legislation as to alienation of allotments, is embodied in the Indian appropriation act approved April 21, 1904 (33 Stat. L., 189). (Appendix No. 12, p. 364.)

*Cherokee agreement.*—The act of Congress approved July 1, 1902 (32 Stat. L., 716), provided for the allotment of land in the Cherokee Nation, the disposition of town sites therein, and for other purposes. This act was accepted by the tribe at an election held on August 7, 1902. (Appendix No. 7, p. 350.)

Certain provisions as to the rights of Delaware-Cherokee citizens, for payments to so-called intruders, and as to the claims of intermarried whites, and special legislation as to alienation, are incorporated in the Indian appropriation act approved April 21, 1904 (33 Stat. L., 189). (Appendix No. 12, p. 364.)

*Town sites.*—The disposition of the town sites in the several nations is governed by the provisions of each agreement, except as modified by special acts mentioned below.

The Indian appropriation act of May 31, 1900 (31 Stat. L., 221), (Appendix No. 8, p. 359), modified the provisions of the Curtis Act and the agreements existing at that time 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 town-site commissions, as before provided.

Authority was granted the Secretary of the Interior, under certain conditions, to appoint a tribal member of the town-site commission to represent the tribe, by provision of the Indian appropriation act approved March 3, 1901 (31 Stat. L., 1058). (Appendix No. 9, p. 360.)

Provision was made for the surveying and platting of small towns in the Indian Territory, having a population of less than 200, by the Indian appropriation act approved May 27, 1902 (32 Stat. L., 245). (Appendix No. 10, p. 361.)

The removal of restrictions from the alienation of allotted lands at stations located along the lines of railroads was authorized, when recommended by the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior, by the Indian appropriation act for the fiscal year 1904, approved March 3, 1903 (32 Stat. L., 982). This act also provided that the appropriation made for carrying on the expenses incident to the survey, platting, and appraisal of town sites shall apply only to such town sites as were thereto-



fore set aside and reserved from allotment. (Appendix No. 11, p. 362.)

The appropriation act approved April 21, 1904 (33 Stat. L., 189), made an appropriation to complete the town-site surveys and appraisements and provided that the work shall be completed on or before July 1, 1905. (Appendix No. 12, p. 364.)

*Timber and stone.*—On June 6, 1900, Congress passed an act (31 Stat. L., 660) governing the cutting of timber and the procurement of stone in the Indian Territory. This act was amended on January 21, 1903 (32 Stat. L., 774), so that the control of the Department only applies to unselected or unallotted lands, the Indian citizen being authorized after allotment to dispose of his timber without restriction. A copy of the regulations embodying these two acts is submitted as Appendix No. 13, page 368.

*Municipal bonds.*—The act of Congress approved May 19, 1902 (32 Stat. L., 200) (see Appendix No. 14, p. 373), authorizes incorporated towns in the Indian Territory having a population of 2,000 or more to issue bonds and borrow money thereon for public improvements, the matter of such issuance to be under the supervision of the United States courts. This act does not apply to the Choctaw and Chickasaw nations, the same having been in effect repealed by section 55 of the supplemental agreement with such nations, subsequently ratified by the act of July 1, 1902 (32 Stat. L., 641) (Approval of the Secretary of the Interior, placing in effect, as to dix No. 4, p. 323), which provides for the issuance of bonds, with the manner of procedure, the act of Congress governing such matters in the organized Territories of the United States, approved March 4, 1898 (30 Stat. L., 252), which act applies to towns having a population of 1,000 or more (Appendix No. 15, p. 374). This same act was placed in effect in the Creek Nation by section 25 of the original agreement ratified by the act of March 1, 1901 (31 Stat. L., 861) (Appendix No. 5, p. 337); and in that nation towns that can not issue bonds under the act of May 19, 1902, not having a population of 2,000, if they have a population of 1,000 and less than 2,000, may proceed under said act of March 4, 1898, with the approval of the Secretary of the Interior.

*Railroads.*—A general act, applying to the whole Territory, authorizing railroad companies to acquire lands by condemnation proceedings was passed by Congress on February 28, 1902 (32 Stat. L., 43), and is commonly known as the "Enid and Anadarko" act (Appendix No. 16, p. 374.)

*Recording act.*—An act of Congress approved February 19, 1903 (32 Stat. L., 841), provided for the record of deeds and other conveyances and instruments of writing in the Indian Territory (Appendix No. 17, p. 380). An additional recording district, No. 26, was established by the act of March 7, 1904 (33 Stat. L., 60). (Appendix No. 18, p. 385.)

*Telephone and telegraph lines.*—Section 3 of the Indian appropriation act approved March 3, 1901 (31 Stat. L., 1058), provided for the granting by the Secretary of the Interior of rights of way for telephone and telegraph lines through Indian lands, and applies to the Indian Territory. The regulations governing this matter are submitted as Appendix No. 19, page 385.

*Oil and gas pipe lines.*—The act of Congress approved March 11,

1904 (33 Stat. L., 65), authorized the Secretary of the Interior to grant rights of way for oil and gas pipe lines through Indian lands and through the Indian Territory. A copy of the regulations prescribed thereunder, quoting the act, is attached as Appendix No. 20, page 389.

*Corporations.*—The act of February 18, 1901 (31 Stat. L., 794), puts in force in the Indian Territory certain provisions of the laws of Arkansas relating to corporations, and requires certain action by foreign corporations before they are authorized to transact business in the Indian Territory. (Appendix No. 21, p. 393.)

*Indians made citizens of the United States.*—By act of March 3, 1901 (31 Stat. L., 1447), United States citizenship was conferred upon every Indian in the Indian Territory. (Appendix No. 22, p. 394.)

*Insane.*—The act of April 28, 1904 (33 Stat. L., 539), authorized the Secretary of the Interior to make proper arrangements for the care and support of insane persons in the Indian Territory, and made an appropriation for that purpose. (Appendix No. 23, p. 394.)

*Schools.*—In addition to the schools maintained from tribal funds Congress appropriated, by the act of April 21, 1904 (33 Stat. L., 189), \$100,000 for the maintenance, strengthening, and enlarging of said tribal schools, and for the attendance of children of non-citizens therein. (See Appendix No. 12, p. 364.)

*Practice of medicine and surgery.*—An act regulating the practice of medicine and surgery in the Indian Territory was approved April 23, 1904 (33 Stat. L., 299). (Appendix No. 24, p. 394.)

*Pharmacy.*—An act in relation to pharmacy in the Indian Territory was approved on April 28, 1904 (33 Stat. L., 550). (Appendix No. 25, p. 396.)

*Public roads.*—The supplemental Creek agreement and the Cherokee agreement provide for public roads along section lines and others where necessary. No provision is made for roads in the other nations.

*Additional United States judges and guardianships.*—Congress by act of April 28, 1904 (33 Stat., 573), provided four additional judges of the United States courts in Indian Territory, one for each of the Northern, Western, Central, and Southern districts, and extended the laws of Arkansas so as to confer full and complete jurisdiction upon such United States courts in the settlement of all estates of decedents, guardianships of minors, etc. (See Appendix No. 37, p. 484.)

#### SEMINOLE NATION.

As during the past fiscal years, but few matters in the Seminole Nation have been brought to the attention of the inspector's office. The allotments there are complete, the Indians are authorized to sell or dispose of their timber without restriction and to lease their lands for agricultural or grazing purposes with the approval of the tribal executive.

The matter of the sale of lots in the town site of Wewoka, in the Seminole Nation, which was the only town segregated from the public domain, and which in accordance with the original agreement with that nation was to be platted and sold by the tribal authorities, was presented and considered with particular reference to the regularity of the proceedings of the tribal town-site commission and the legality of the sales. Full report was made to the Department as to the facts,

and the Assistant Attorney-General for the Interior Department gave his opinion, under date of March 19, 1904, duly approved by the honorable Secretary upon the same date, to the effect that the tribal commission had exceeded its authority and that the sales made were void, and recommended, to the end that the right of the claimants under the alleged sales made by said town-site commission might be authoritatively determined and an equitable adjustment of the whole matter secured, that Congress be requested to enact appropriate legislation in reference thereto.

The matter was presented to Congress by the Department, but no action was taken at the last session. Notice was given to all the interested persons as to the illegality of these sales, and in view of the peculiar conditions, it being desirable that the lot claimants be afforded due protection, it is respectfully recommended that the matter be again brought to the attention of Congress.

#### MINING.

##### CHOCTAW AND CHICKASAW NATIONS.

The operation of coal and asphalt mines in these nations has been carried on during the fiscal year under existing leases heretofore made under the supervision of the Department, as provided by the original agreement. These leases cover mineral deposits which were reserved for the benefit of the tribes as a whole. Such leases were made for a term of thirty years, and at present provide a royalty of 8 cents per ton on all coal mined, and 60 cents per ton on refined and 10 cents per ton on crude asphalt. The revenue derived therefrom is used in the education of children of Indian blood of said tribes.

No additional leases were made during the past fiscal year, it being provided by the supplemental agreement with these nations that no lease of coal or asphalt lands should be made after its final ratification, which was on September 25, 1902. It was further provided by this agreement that, instead of the mineral deposits being reserved, the land covered by the leases and such other lands as were found to be chiefly valuable on account of their coal and asphalt deposits should be segregated from allotment and sold at public auction, the deposits to be sold where the same were underlying land set apart for town-site purposes. This segregation, which was principally of coal lands, aggregates approximately 445,000 acres.

It was originally contemplated that these coal lands should be sold by a commission, but the Indian appropriation act approved April 21, 1904 (33 Stat. L., 189), provided that the unleased lands should be sold under the direction of the Secretary of the Interior, in tracts not exceeding 960 acres to each person, after due advertisement, upon sealed proposals, under regulations to be approved by the President; but the President shall appoint a commission of three persons, one on the recommendation of the principal chief of the Choctaw Nation, and one on the recommendation of the governor of the Chickasaw Nation, who shall be members of their respective tribes by blood, which commission shall have the right to be present at the time of the opening of the bids and be heard in relation to the acceptance or rejection thereof. It was further provided by this act that all leased coal and asphalt lands of the Choctaw and Chickasaw nations shall be withheld from sale until the further direction of Congress. There-

fore, until further legislation is enacted by Congress, the lands covered by the existing coal and asphalt leases in these nations will not be sold, but the operations will continue under such leases, the royalties accruing therefrom to be placed to the credit of the tribes for the education of the children of Indian blood.

The Department has taken steps looking to the sale of these unleased lands, and rules and regulations have been promulgated, with the approval of the President, providing the manner in which such lands and deposits shall be sold, sealed bids therefore to be made to the Commissioner of Indian Affairs, at Washington, and opened on different dates for the several districts, as follows:

- No. 1.—McAlester district (coal), October 3, 1904, at 2 p. m.
- No. 2.—Wilburton-Stigler district (coal), December 5, 1904, at 2 p. m.
- No. 3.—Howe-Poteau district (coal), February 6, 1905, at 2 p. m.
- No. 4.—McCurtain-Massey district (coal), April 3, 1905, at 2 p. m.
- No. 5.—Lehigh-Ardmore district (coal), June 5, 1905, at 2 p. m.
- No. 6.—Unleased asphalt lands, August 7, 1905, at 2 p. m.

Maps of the segregated lands in each district, together with descriptions thereof, by Mr. Joseph A. Taff, of the Geological Survey, were prepared for public distribution and for the information of prospective purchasers.

The circulars containing maps and detailed information are too voluminous to be printed with this report, but a copy of the rules and regulations, quoting the law and prescribing the manner of submitting bids, is attached as Appendix No. 26, page 205.

In order that the commission, which is to be present at the time of the opening of the bids might be appointed, this office was called upon by the Department to request the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation to each recommend a suitable person for appointment upon said commission. The names of Mr. Thomas E. Sanguin, of Hugo, Ind. T., for the Choctaw Nation, and Mr. Walter Colbert, of Ardmore, Ind. T., to represent the Chickasaw Nation, were submitted by the tribal executives and recommended for appointment.

It having been shown that certain valuable improvements and machinery connected with the operations upon certain of the leases of the Choctaw, Oklahoma and Gulf Railroad Company, and Messrs. Degnan & McConnell, were not located upon the land included within these leases, and as such improvements have been erected for for a number of years, and it was through error that the leases did not cover same, and it being further shown that such land was necessary to properly carry on mining operations and should not be allotted, Congress, by act of April 28, 1904 (33 Stat. L., 544), authorized and empowered the Secretary of the Interior to segregate and add said lands to and make them a part of the coal mining leases now in effect and to which said lands were contiguous. Any and all allotment filings or applications covering this land were canceled, and the act provided that there should be paid to the Indian or Indians who had filed upon or applied for such land as their allotments, or who were in possession of same, the value of improvements placed upon the land by said Indian or Indians, such value to be determined under the direction of the Secretary of the Interior.

This office was directed to determine the value of any improvements that might be placed upon this land by any Indian or Indians, and



steps are also being taken, by direction of the Department, to add said lands to and make them a part of the mining leases to which they are contiguous.

The leases were originally made with two mining trustees, one the representative of the Choctaw Nation and one for the Chickasaw Nation, acting under direction of the Secretary of the Interior. These trustees continued, and the mines now operated under existing leases are under their supervision. Their report for the year is respectfully submitted herewith.

The total area of the leased lands is 111,750 acres, and below is respectfully submitted a list of such leases as were in effect at the end of the fiscal year, giving the names of the lessees, number of leases and date of approval, each lease being for the term of thirty years.

Name.	No.	Date of approval.
<b>COAL.</b>		
Ardmore Coal and Power Co .....	1	Aug. 22, 1902
Bache and Denman Coal Co .....	1	Apr. 22, 1902
Bolen-Darnall Coal Co .....	1	Aug. 22, 1899
Do .....	1	Oct. 1, 1901
Brewer Coal and Mining Co. (by transfer) .....	1	Sept. 19, 1902
Cameron Coal and Mercantile Co. (by transfer) .....	1	July 23, 1902
Capital Coal and Mining Co .....	1	June 16, 1902
Central Coal and Coke Co .....	4	June 13, 1902
Chambers Coal and Mining Co. (by transfer) .....	1	Dec. 9, 1901
Choctaw, Oklahoma and Gulf R. R. Co .....	30	Mar. 1, 1899
Coalgate Co .....	1	Sept. 16, 1902
Degnan & McConnell .....	3	Nov. 16, 1900
D. Edwards & Son .....	2	Aug. 22, 1899
Folsom-Morris Coal Mining Co .....	1	Nov. 22, 1900
Do .....	1	Sept. 13, 1902
Fordyce, William C .....	1	Oct. 11, 1902
Great Western Coal and Coke Co. (by transfer) .....	1	Sept. 6, 1900
Halley Coal and Mining Co .....	2	June 17, 1902
Harrison, Edwin .....	3	May 4, 1900
Johnson Co .....	1	July 29, 1902
LeBosquet 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
McEvers, H. Newton .....	1	Oct. 18, 1900
McMurray, John F .....	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
Poteau Coal and Mercantile Co. (by transfer) .....	1	June 17, 1901
Samples Coal and Mining Co .....	1	Oct. 4, 1900
Sans Bois Coal Co .....	1	June 25, 1900
Do .....	4	Aug. 5, 1901
Do .....	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 .....	10	Apr. 4, 1902
Savanna Coal Co. (by transfer) .....	1	Sept. 20, 1902
Turkey Creek Coal Co .....	1	Mar. 18, 1902
Western Coal and Mining Co. (by transfer) .....	7	May 7, 1901
Do .....	1	June 13, 1902
Total number of coal leases in effect June 30, 1904 .....	113	
<b>ASPHALT.</b>		
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 .....	1	Sept. 20, 1902
Rock Creek Natural Asphalt Co .....	1	Sept. 19, 1902
Schneider, M. & A .....	1	Nov. 23, 1900
Tar Spring Asphalt Co .....	1	May 13, 1901
Total number of asphalt leases in effect June 30, 1904 .....	10	

One lease of the Sans Bois Coal Company, approved July 26, 1902, covering 960 acres, was canceled by the Department at the request of the lessee on March 24, 1904, the company reporting that after diligently prospecting they were unable to find any coal that could be profitably operated.

The above list shows the names of certain new mining companies, such companies having acquired leases already in existence by purchase or transfer, the assignments having been made by authority of the Department. These assignments are:

	Leases.
Atoka Coal and Mining Company to Western Coal and Mining Company-----	8
Devlin-Weir Coal Company to Poteau Coal and Mercantile Company-----	1
Brewer Mining Company to Brewer Coal and Mining Company-----	1
Thomas H. Chambers to Chambers Coal and Mining Company-----	1
Michael Perona to Savanna Coal Company-----	1
Charles G. Adkins to Cameron Coal and Mercantile Company-----	1
William Busby to Great Western Coal and Coke Company-----	1

The coal output, practically all of which comes from the Choctaw Nation, is shown for the past fiscal year, together with previous years, in the following statement:

	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
July 1, 1903, to June 30, 1904-----	3, 198, 862

As during previous years, but a limited amount of asphalt has been mined, the total output being less than 5,000 tons.

The coal and asphalt royalty collected and placed to the credit of the Choctaw and Chickasaw tribes during the fiscal year is shown by the report of the United States Indian agent to be \$276,311.54 for coal and \$1,500.06 for asphalt, a total of \$277,811.60. These amounts include payments of annual advanced royalty, as provided by the leases, and therefore do not agree with the reported output in tons.

Below is submitted a comparative statement, by fiscal years, showing the revenues derived from this source:

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
July 1, 1903, to June 30, 1904-----	277, 811. 60

The operations of each lessee as stated are under the supervision of the mining trustees, who carefully check their records monthly and make quarterly reports to the Department, showing the number of tons mined by every operator. With these reports are forwarded statements from the books of the United States Indian agent showing the actual payments made by the mining companies, and in this manner a systematic check is kept.

The yearly increase in the coal output was not maintained during the past year, the trustees stating that this was principally caused by the increased output of oil in Texas used for fuel and the shortness of the past winter season.

During the year report was made to the Department as to a number of cases where the lessees of coal lands in the Choctaw and Chickasaw nations had failed to comply with the provisions of their leases

requiring a minimum yearly output. By direction of the Department these companies were called upon to explain the reason of their failure to comply with this requirement, and upon receipt of such explanations the Department authorized the acceptance of payment from each company of the amount of royalty at 8 cents per ton upon the difference in tons between the amount mined each year and the amount that should have been mined under the terms of the leases. The companies were furnished statements of the amounts due, and in order to continue their leases in effect made proper payments.

Section 58 of the supplemental agreement with the Choctaws and Chickasaws provided that the improvements of any Indian citizen or freedman existing upon any of the lands segregated and reserved at the time of their segregation shall be appraised under the direction of the Secretary of the Interior, and shall be paid for out of the common funds of the two tribes in the Treasury of the United States upon the order of the Secretary of the Interior. The matter of making these appraisements was submitted to this Office for report and recommendation, and the attention of the Department was invited to the fact that while provision was made for the appraisement no money was appropriated to pay the expenses of same, which necessarily would be large. It was therefore suggested that such appraisements be made by some regularly appointed officer of the Department, who could be detailed to take up this work. The Department designated Mr. Cyrus Beede, United States Indian inspector, to make these appraisements, and he has been in the field engaged in such work during the fiscal year.

#### CREEK AND CHEROKEE NATIONS.

The agreements with both of these nations authorize allottees to lease their land for mineral purposes with the approval of the Secretary of the Interior, and repealed all previous provisions of law governing mineral leases to be made either by the Government or the tribes. Therefore mines can only be operated in these nations either by individuals themselves, where authorized, or where leases are secured from the individual citizen and duly approved by the Department.

No leases were made by the Department under previous legislation covering tribal lands in the Creek Nation.

In the Cherokee Nation, however, 13 oil and gas leases were entered into by the Secretary of the Interior, under section 13 of the Curtis Act, prior to the time the agreement with that nation was ratified. These leases are still in existence, but inasmuch as practically all the lands covered by the same have been allotted, after the completion of the allotments royalties accrue to the benefit of the allottee and not to the tribe.

No other mining operations have been carried on except under individual leases. This matter is further dealt with under the head of "leasing of Indian allotments."

Such operations as have been carried on in these nations have been confined to coal mining and the drilling of wells for oil and gas.

The principal oil development in the Creek and Cherokee nations has been in three districts, known as the Bartlesville, Red Fork-Tulsa, and Muskogee districts, considerable drilling having been done and a

number of paying wells secured within these towns prior to the time leases covering allotted lands surrounding the same were secured and approved by the Department.

The most coal in these nations is secured in the vicinity of Henryetta and Tulsa, in the Creek Nation, and Dawson and Collinsville, in the Cherokee Nation. With the exception of Henryetta, practically all of the mining in these nations is by the stripping process.

#### TOWN SITES.

##### SURVEYS.

Only a limited force has been engaged in completing the town-site surveys, which work was temporarily suspended in March of the previous fiscal year, by reason of insufficient appropriation. With the completion of the survey of Sulphur, in the Chickasaw Nation, during the present month, the survey of all towns, aggregating 298, will be finished.

Three surveyors were returned to duty on September 1, 1903, the services of two being shortly thereafter dispensed with, one in October and one in November. On December 1, 1903, the third surveying party was again furloughed, with the other town-site force in the Territory, owing to shortage of funds, and until a deficiency appropriation could be made, which appropriation was contained in the urgency deficiency bill approved February 18, 1904, when work was again resumed with one regular party in the field, continuing to this time.

No new towns have been segregated from the public domain and reserved from allotment, but in addition to the towns mentioned in my last annual report which were yet to be surveyed, the area of the town of Francis, in the Chickasaw Nation, was increased, upon the recommendation of the Commission to the Five Civilized Tribes, it being clearly shown that the original segregation did not include a considerable portion of the built-up town site. This tract has been surveyed, as has also what is commonly known as the "Poteau Strip," a tract of land in the Choctaw Nation reserved from allotment by the original agreement with the Choctaw and Chickasaw nations, which tract is referred to in the agreement as a strip of land lying between Fort Smith, Ark., and the Arkansas and Poteau rivers, extending up said river to the mouth of Mill Creek. By a special provision this tract of land, owing to its peculiar location, was placed under the jurisdiction of Fort Smith, Ark., for police purposes and has been platted as West Fort Smith, it being further provided that such land shall be disposed of in the same manner and for the same purposes as provided for regularly established town sites.

The one party in the field is now completing the interior survey of the town of Sulphur, in the Chickasaw Nation, which ends this class of work. It can therefore be said that the town-site surveys in Indian Territory have been completed. With West Fort Smith, the total number of town sites in the Indian Territory, where land has been reserved from allotment, platted by the Government, and the lots appraised or to be appraised by a town-site commission, is 298, my last report giving the number as 297. The total area of the land included within these town sites is 62,674.54 acres, divided among the different nations as follows:



	Towns.	Area.
		<i>Acres.</i>
Creek Nation .....	25	10,538.14
Cherokee Nation .....	53	9,501.47
Choctaw Nation .....	90	18,940.40
Chickasaw Nation .....	130	23,694.53

The following is a complete list by nations, in alphabetical order, of the 298 towns referred to above, giving the acreage of each:

## CREEK NATION.

	Acres.		Acres.
Alabama .....	80.00	Kellyville .....	80.00
Beggs .....	160.00	Lee .....	45.00
Bixby .....	80.00	Mounds .....	160.00
Bristow .....	385.00	Muskogee .....	2,444.76
Checotah .....	503.75	Okmulgee .....	415.00
Clarksville .....	147.50	Red Fork .....	160.00
Coweta .....	85.00	Sapulpa .....	501.25
Eufaula .....	431.38	Tulsa .....	654.58
Foster (Yager post-office) ..	120.00	Wagoner .....	2,700.00
Gibson Station .....	160.00	Wetumka .....	160.00
Henryetta .....	157.13	Wildcat .....	158.00
Holdenville .....	429.79	Winchell .....	160.00
Inola .....	160.00		

Wagoner and Muskogee were surveyed by town-site commissions appointed for each town. Alabama, Beggs, Henryetta, Holdenville, Mounds, Okmulgee, Wetumka, Winchell, and Foster (Yager), were surveyed under contract by Mr. L. F. Parker.

## CHEROKEE NATION.

	Acres.		Acres.
Afton .....	532.50	McLain .....	25.00
Adair .....	150.00	Maple .....	42.50
Bennett .....	10.00	North Tulsa .....	89.77
Bartlesville .....	342.44	Nowata .....	375.63
Bluejacket .....	196.25	Owasso .....	95.00
Braggs .....	95.54	Ochelata .....	40.00
Big Cabin .....	70.15	Oolagah .....	170.00
Briartown .....	30.22	Pryor Creek .....	365.00
Claremore .....	657.50	Peggs .....	45.00
Choteau .....	130.00	Ruby .....	20.00
Catoosa .....	165.00	Redland .....	40.00
Campbell .....	165.00	Ramona .....	110.00
Centralia .....	177.50	Sallisaw .....	257.78
Chelsea .....	452.59	Spavinaw .....	10.00
Collinsville .....	270.00	Stilwell .....	162.49
Fort Gibson .....	467.65	Tablequah .....	632.50
Fairland .....	240.00	Talala .....	170.00
Gritts .....	25.00	Texanna .....	70.00
Grove .....	210.00	Vian .....	220.62
Gans .....	115.00	Vera .....	62.50
Hillside .....	20.00	Vinita .....	946.23
Hanson .....	95.00	Watova .....	37.50
Kansas .....	45.00	Weldon .....	37.50
Ketchum .....	20.00	Westville .....	179.99
Lenapah .....	118.12	Welch .....	160.00
Long .....	45.00	Webbers Falls .....	80.50
Muldrow .....	210.50		

## CHOCTAW NATION.

	Acres.		Acres.
Alderson	175.00	Hoyt	97.50
Albany	95.00	Hunter	45.00
Antlers	182.50	Iron Bridge	30.00
Allen	120.00	Jackson	20.00
Atoka	277.18	Krebs	347.50
Boswell	265.00	Kosoma	30.00
Bokchito	215.00	Kennady	17.50
Boggy Depot	40.00	Kiowa	360.00
Braden	17.50	Lehigh	1,050.00
Blaine	17.50	Leflore	25.00
Byrne	17.50	McAlester	759.07
Brooken	40.00	McCurtain	320.00
Bennington	140.00	Monroe	40.00
Blue	60.00	Muse	10.00
Bengal	25.00	Newburg	17.50
Bower	20.00	Oak Lodge	40.00
Crowder	160.00	Oconee	20.00
Coalgate	785.00	Owl	30.00
Citra	37.50	Phillips	337.34
Caney	40.00	Purnell	89.39
Caddo	400.00	Poteau	645.00
Calvin	160.00	Roberta	15.00
Cameron	155.00	Red Oak	132.50
Canadian	197.50	South McAlester	2,902.27
Cartersville	40.92	Savanna	100.00
Cowlington	157.50	Sans Bois	40.00
Durant	1,324.00	Shady Point	68.44
Dexter	37.50	Summerfield	7.50
Ego	27.50	Star	35.00
Enterprise	107.50	Stigler	102.33
Fort Towson	160.00	Stringtown	62.50
Folsom	17.50	Soper	90.00
Fanshawe	32.50	Spiro	225.78
Gowen	82.50	Sterrett	485.00
Gilbert	107.85	Tuskahoma	40.00
Garvin	125.87	Talihina	210.59
Garland	25.00	Tamaha	142.30
Grant	131.22	Utica	40.00
Guertie	160.00	Valliant	120.00
Hartshorne	848.11	Wapanucka	425.00
Hugo	415.00	Wilburton	275.58
Haileyville	681.05	Wade	60.00
Heavener	175.64	Whitefield	157.00
Harrington	45.00	Wister	149.78
Howe	326.70	West Fort Smith	51.90

Atoka, Sterrett, and South McAlester were surveyed and platted by the town-site commission prior to the time this work was placed in the hands of the Secretary of the Interior. The inhabitants of Calvin, Guertie, Kiowa, and Poteau made the surveys of these towns at their own expense under governmental supervision.

## CHICKASAW NATION.

	Acres.		Acres.
Aylesworth	40.00	Ardmore	2,262.14
Ara	15.00	Berwyn	191.25
Addington	145.40	Brock	22.50
Ada	559.90	Burneyville	35.00
Alma	40.00	Bailey	32.50
Atlee	30.00	Bebee	20.00

	Acres.		Acres.
Bee -----	22. 50	Midland -----	60. 00
Brady -----	15. 00	Minco -----	285. 35
Center -----	195. 00	Marietta -----	330. 00
Chickasha -----	1, 246. 19	Marsden -----	22. 50
Chism -----	22. 50	Marlow -----	960. 00
Cliff -----	40. 00	Maxwell -----	40. 00
Colbert -----	129. 74	McGee -----	122. 50
Comanche -----	437. 04	Mead -----	60. 00
Connerville -----	180. 00	Newport -----	20. 00
Cornish -----	190. 28	Ninnekah -----	37. 66
Cumberland -----	173. 98	Orinne -----	15. 00
Durwood -----	140. 00	Overbrook -----	34. 33
Dixie -----	37. 50	Oakland -----	343. 75
Davis -----	531. 46	Oakman -----	37. 95
Doyle -----	20. 00	Okra -----	15. 00
Dibble -----	40. 00	Orr -----	185. 00
Dolberg -----	7. 50	Provence -----	40. 00
Dougherty -----	243. 12	Powell -----	15. 00
Drake -----	15. 00	Purcell -----	1, 110. 68
Duncan -----	1, 010. 07	Pike -----	15. 00
Elk -----	39. 99	Palmer -----	10. 00
Eastman -----	18. 75	Platter -----	40. 00
Earl -----	125. 00	Paoli -----	85. 48
Elmore -----	145. 00	Pauls Valley -----	946. 83
Emet -----	170. 00	Pontotoc -----	195. 00
Erin Springs -----	110. 00	Purdy -----	116. 25
Foster -----	37. 50	Reagan -----	35. 00
Fox -----	27. 50	Robberson -----	25. 00
Fitzhugh -----	69. 34	Roff -----	595. 00
Francis -----	280. 00	Ravia -----	326. 39
Graham -----	40. 00	Reck -----	22. 50
Glenn -----	30. 00	Rush Springs -----	380. 00
Grady -----	37. 78	Ryan -----	435. 39
Hennepin -----	40. 00	Springer -----	105. 00
Harrisburg -----	20. 00	Scullin -----	120. 00
Hewitt -----	40. 00	Sulphur (approximate) -----	1, 100. 00
Holder -----	7. 50	Silo -----	195. 00
Hickory -----	330. 00	Sneed -----	22. 50
Homer -----	32. 50	Stonewall -----	117. 50
Healdton -----	40. 00	Sugden -----	149. 18
Helen -----	156. 09	Tussy -----	40. 00
Hird -----	25. 00	Terral -----	280. 00
Hart -----	30. 00	Teller -----	30. 00
Hunton -----	2. 50	Tyler -----	30. 00
Iona -----	20. 00	Tatums -----	40. 00
Jesse -----	42. 50	Tishomingo -----	545. 00
Johnson -----	90. 00	Thackerville -----	39. 67
Keller -----	10. 00	Troy -----	37. 50
Kemp -----	120. 00	Tyrola -----	25. 00
Lone Grove -----	195. 00	Velma -----	40. 00
Loco -----	95. 62	Viola -----	12. 50
Lindsay -----	440. 00	Wiley -----	10. 00
Lebanon -----	164. 92	Wayne -----	40. 00
Leon -----	165. 00	Woolsey -----	15. 00
Milburn -----	301. 96	Woodford -----	40. 00
Mannsville -----	385. 00	Wallville -----	10. 15
McMillan -----	30. 00	Whitehead -----	35. 00
Mill Creek -----	155. 45	Woodville -----	165. 00
Madill -----	560. 00	Wynnewood -----	767. 50

Ada, Roff, Scullin, Mill Creek, Ravia, and Helen, and the original segregations at Francis and Madill were surveyed under contract by Mr. L. F. Parker, of St. Louis, Mo. The additional area segregated

at Francis was surveyed by the Government, and at Madill the additional area was platted to the Parker survey under the supervision of this office by the town authorities. Colbert was surveyed by the town-site commission when the work was first commenced.

Under the Curtis Act and the original agreement with the Choctaw and Chickasaw nations, these surveys were to be made by town-site commissions. Commencing in 1899 the work proceeded with four commissions—one each at Wagoner and Muskogee in the Creek Nation, one for the Choctaw Nation, and one for the Chickasaw Nation. This method was found to be expensive and unsatisfactory. Therefore Congress, by act of May 31, 1900 (31 Stat. L., 221), placed the surveys entirely under the control of the Secretary of the Interior, who employed competent surveyors, and the work placed under the supervision of this Office, and it has proceeded as rapidly as possible, there being, as stated, two delays on account of lack of funds.

The cost of the surveys, as made by the Secretary of the Interior, has been approximately \$3 per acre, including all expenses of transportation from and to the different towns. A comparison of this expense with the cost of similar work where the surveys were made by the commissions is much in favor of the plan finally adopted. South McAlester, surveyed by the town-site commission for the Choctaw Nation, cost approximately \$12,000, or \$4.14 per acre, the time consumed being about thirteen months, and the plat was finally completed by an engineer and draftsman of this office. The survey at Ardmore, under the town-site commission for the Choctaw Nation, cost \$16,000, or \$7.16 per acre, and when completed was found to be absolutely worthless, and an entirely new survey was made, under the supervision of this office, at a cost of \$2.67 per acre. The survey of the Muskogee, by the Muskogee town-site commission, cost \$15,842.68, or \$6.48 per acre, and the survey of Wagoner, by the Wagoner town-site commission, cost \$16,946.70, or \$6.28 per acre. Many complications have arisen and the work at practically all of the towns has been extremely difficult, it being necessary to make the survey and prepare the plats in accordance with existing conditions. Heretofore there has been no record of deeds or conveyances evidencing titles; in many towns the streets were scarcely more than roads; improvements erected without any regard for the future systematic laying out of the town sites; brick and stone buildings constructed without reference to lot or street lines; and to prepare and present a plat representing the accurate conditions and the different holdings, having due regard for the interests of the lot claimants and the owners of improvements, as well as those of the respective Indian tribes who are to receive compensation for the passing of the title to the lots, and at the same time considering the future welfare of the town, the necessity for properly laid out public thoroughfares, etc., has made the work extremely complicated. To make a satisfactory survey and plat of nearly 300 built-up towns, many having a population of from 2,000 to 5,000, is not to be compared with the surveying into lots of an arbitrary size of a vacant tract of land at a proposed town site.

In making these surveys the municipal authorities have been consulted from time to time, and upon completion of the plat were asked to indorse the same by resolution of the town council, which was invariably done. But few protests have been made as to the surveys,



and the plats, as finally prepared, have seemed to be satisfactory to the general public.

The plats when approved by the Secretary of the Interior are photolithographed, and official copies of the same offered for public distribution at a nominal cost sufficient to pay the expense of making such copies, the prices running from 25 to 75 cents each. The record made from these plats as to the lots and blocks is the foundation of all titles to property in all of these town sites in the Indian Territory. As required by law, one copy of each plat is officially filed with the clerk of the United States court, the mayor of the town, the tribal executive of the nation in which such town is located, and the various officers of the Interior Department. The technical work is in charge of the acting supervising engineer, and attention is invited to his report submitted herewith.

#### APPRAISEMENTS.

With the surveying forces the appraisalment work by the town-site commissions was resumed in the Choctaw, Chickasaw, and Cherokee nations on September 1, 1903, the commissions having been furloughed, commencing March 13, 1903. These three commissions were on duty until the limited appropriation was again exhausted, on December 1, 1903, and for the second time were furloughed until additional funds were provided by the urgency deficiency bill approved February 18, 1904. Since such time all have been pushing the branch of the work as rapidly as possible.

The appraisements in the Creek Nation having all been completed, and there being only the unfinished work of disposing of contests, etc., in that nation, the commission was abolished and not returned to duty. Instructions were issued by the Department for this office to complete the unfinished work of the commission, the status of which work will be mentioned hereafter.

Numerous changes were made in the members of the various commissions before they returned to duty on September 1, 1903, and during the year. In the Choctaw Nation, the chairman, Mr. J. A. Sterrett, and the tribal member, Mr. Thomas W. Hunter, were both succeeded, Mr. Sterrett by Mr. D. W. Tuttle, who resigned and was succeeded by Mr. Charles O. Shepard, of New York, and Mr. Hunter by Mr. Butler S. Smiser. In the Cherokee Nation, Mr. Edwin A. Long, the chairman, resigned, and Mr. James A. Shipman, of Missouri, was appointed to fill the vacancy, the other members, Mr. Dorwin Higley and Mr. Lucien W. Buffington, continued. In the Chickasaw Nation the personnel remained the same as during the previous year, Mr. Arthur W. Hefley being chairman and Mr. Wesley B. Burney representing the nation.

The commissions are furnished the town-site plats after the same are approved, and visit each town and appraise each and every lot therein in accordance with such official plat. They also ascertain the character and value of the improvements upon the lots and the names of the persons entitled to purchase the lots under the several provisions of the law. In the Choctaw and Chickasaw nations an individual claim to a lot can only be recognized where the same is covered by permanent, valuable, and substantial improvements, other than fences, tillage, and temporary houses, and in such cases, where the

improvements were erected prior to July 1, 1902, the owner of improvements is entitled to purchase one residence and one business lot at 50 per cent of the appraised value, and the remainder of the lots that he has improved at 62½ per cent. Where improvements were erected subsequent to July 1, 1902, the full appraised value must be paid. All vacant or unimproved lots are sold at public auction. The payment of the amounts due in cases where lots are awarded to the owners of improvements, or where sold at public auction, is made to the United States Indian agent at Union Agency, 25 per cent in sixty days and the balance in three equal annual installments.

In the Creek and Cherokee nations the agreements recognize the right of occupancy in certain cases where lots were not improved, in the Creek Nation the right being dependent upon the claimant being in undisputed possession and the acquisition of the same prior to a certain date, or occupied as a home, etc., while in the Cherokee Nation the right to acquire an unimproved lot arises only where the right of occupancy has been acquired under certain tribal laws and the proper amount paid for such lot to the nation under such laws. In these two nations payments are made similar to those in the Choctaw and Chickasaw nations, except 10 per cent only is required within sixty days, 15 per cent within four months, and the balance in three equal annual installments.

Each commission prepares schedules, lists each and every lot, fixes the appraised value thereof, exclusive of improvements, and gives the correct names of the persons entitled to acquire such lots. These schedules must be approved by the Department, after which the persons are notified that their claims have been recognized and allowed to make payment for the lot, and in due time receive title thereto by the issuance of patent by the proper tribal executive. The funds collected on account of payments made for town lots are placed to the credit of the various tribes and, as shown by the report of the United States Indian agent, amounted during the fiscal year to a total of \$554,621.72, distributed among the nations as follows:

Choctaw and Chickasaw nations.....	\$374, 574. 22
Creek Nation.....	106, 479. 26
Cherokee Nation.....	73, 568. 24

The work of the town-site commissions in determining the ownership of lots is necessarily slow and, particularly in the Cherokee Nation, quite complicated. They must accurately and definitely determine the value and status of each lot and the name of the claimant. After proper payments are made deeds are issued, and the record of all titles to these town lots is based upon the schedules prepared by the town-site commission.

During the seven months that the Choctaw, Chickasaw, and Cherokee commissions have been on duty during the fiscal year their work has progressed very satisfactorily. In the Choctaw and Chickasaw nations the appraisements are practically completed.

Since the close of the fiscal year and during the preparation of this report, under date of September 26, 1904, Mr. Charles O. Shepard, chairman of the Choctaw town-site commission, reported that upon September 17 he was brutally assaulted by two men at Hartshorne, where he was engaged in the performance of his official duties. He

reported there was certain ill feeling at that town by reason of the belief that the lots had been appraised at an exorbitant figure, but the commission in making the appraisements was actuated wholly by its sense of duty under the law and instructions of the Department, and the chairman was in the performance of his official duties when assaulted.

Prior to the date of Mr. Shepard's report, and as soon as possible after hearing of the assault, I conferred with the judge of the United States court at South McAlester, the headquarters of the commission, where Mr. Shepard was located, who stated that the persons believed to be guilty had been apprehended and the matter would receive prompt and vigorous attention by the officers of the Department of Justice, and the United States district attorney was also officially requested to use his best efforts to vigorously prosecute the parties who it was believed had assaulted Mr. Shepard. On September 30, 1904, I submitted report to the Department of the action taken.

No punishment is too severe for such murderous assaults upon the person of a Government officer, acting under instructions and as he is in duty bound to act. Every effort is being and will be made to earnestly and vigorously prosecute the persons connected with or believed to be responsible for this crime and to prevent any similar occurrences or attacks upon officers who are fearlessly discharging their official duties.

As heretofore stated, the appraisements in the Creek Nation were all finished during the previous fiscal year. The appraisement work in the Cherokee Nation can not proceed as rapidly as in the other nations, and also was not started until September, 1902, after the ratification of the agreement with that nation. Therefore it has been estimated that it will require several months to complete the work in that nation.

In addition to the appraisement work of the several commissions, they have conducted numerous sales of vacant lots, and are now preparing to take up the final disposition of the cases where there are conflicting claims to town lots, and contests have been filed.

When the town-site commission for the Creek Nation was dispensed with there were nearly 1,000 cases of town lots where there were conflicting applications, contests, or the rights of the lot claimants had not been definitely determined. Owing to a limited force and lack of funds, but little was accomplished in connection with this work by this office until the latter part of the fiscal year, when each and every case was carefully taken up, investigation made upon the ground, and a large number of them disposed of by the submission of supplemental schedules, showing the owners of the lots where there was no conflicting claim. Hearings are being had in cases where the contests are not adjusted, and in those cases that have heretofore been tried, either by the town-site commission or this office, decisions are being prepared as rapidly as possible, and it is believed that this branch of the work will soon be closed.

#### TOWN-LOT DEEDS.

Agreements with the Creek and Cherokee nations provide that all conveyances shall be approved by the Secretary of the Interior. Therefore the deeds in these nations are all forwarded for approval

through this office. These deeds are drawn by the tribal executives, upon advice from the United States Indian agent that full payment has been made therefor. After deeds are approved they are returned to the Commission to the Five Civilized Tribes for record, as the agreements provide, and are then forwarded to the tribal executives for delivery.

The Department is not required to approve the town-lot patents in the Choctaw and Chickasaw nations, nor are such patents recorded by the Commission to the Five Civilized Tribes. It has been found to be more satisfactory, and less delay is experienced, to have these deeds drawn in this office, from the record books prepared from the town-site commission's schedules, upon memoranda of the United States Indian agent showing final payment. These deeds are checked with the schedules of appraisal and presented to the governor of the Chickasaw Nation and the principal chief of the Choctaw Nation for signature. After being executed, proper record is made thereof and they are forwarded by mail by the United States Indian agent to the persons entitled to receive the same. In this manner every town-lot deed, before being delivered, is checked with the original report or schedule of the town-site commission, which, in the first instance, determines the ownership of the property, and subsequently checked with the record book. This requires considerable detail work, but the issuance of a patent being of importance this checking is considered necessary in order that they may be absolutely accurate.

In my last annual report reference was made to the issuance of town-lot patents at the town of Bartlesville, Cherokee Nation, and to instructions which were given by the Department that the deeds for lots within the tract covered by an oil and gas lease granted the Cudahy Oil Company by the Secretary of the Interior should reserve the oil and gas during the life of the lease. Subsequent to these instructions, however, the agreement with the Cherokee Nation was ratified, providing that patents should issue conveying all the right, title, and interest of the Cherokee Nation, and of all other citizens, to the land to be conveyed. Therefore, the matter being further considered by the Department, while it was held that the oil and gas lease covering a portion of the Bartlesville town site was valid and in existence, the absolute title to the town lots must pass from the Cherokee Nation upon the payment of the full purchase price, without any reservation as to the oil and gas deposits, the royalties that might accrue by reason of such deposits, after the passing of title, to belong to the lot owner and not to the Cherokee Nation.

#### SCHOOLS.

The efforts of the Government school officials in the Indian Territory have heretofore been entirely confined to the tribal schools and the education of citizens of the different tribes, the schools being maintained from Indian moneys.

This work has been under the supervision of Mr. John D. Benedict, superintendent of schools in Indian Territory, who acts under the direction of the Department. In each of the Choctaw, Chickasaw, Creek, and Cherokee nations there is located a United States school supervisor who, with the tribal school officer or officers, attends to all detail work with reference to the examination and appointment of



teachers, the management of schools, etc., in his respective nation, acting under general supervision of the superintendent.

Statistics as to the schools, and the annual reports of the superintendent and the several supervisors, are respectfully submitted herewith, to which I refer.

As stated, the school work in Indian Territory, under the supervision of the Government, has been confined to the education of Indian citizens. To a certain extent, however, in some localities where there were not sufficient Indian children to maintain a school at the expense of the tribe, and not sufficient whites to enable them to carry on a successful subscription school, the same have, with the efforts of the school officials, been consolidated, and the proper proportion of the expense paid by the tribes and parents of noncitizen children attending, thus resulting in great benefit to both classes.

The matter of the urgent need of education for the noncitizens in the Territory (there being no method of taxation or raising funds for this purpose), having been brought to the attention of Congress, and after numerous appeals for assistance in this regard, the Indian appropriation act, approved April 21, 1904 (33 Stat. L., 189), provided \$100,000, and contained the following clause in reference thereto:

For the maintenance, strengthening, and enlarging of the tribal schools of the Cherokee, Creek, Choctaw, Chickasaw, and Seminole nations, and making provision for the attendance of children of noncitizens therein, and the establishment of new schools under the control of the tribal school boards and the Department of the Interior, the sum of one hundred thousand dollars, or so much thereof as may be necessary, to be placed in the hands of the Secretary of the Interior and disbursed by him under such rules and regulations as he may prescribe.

In view of the large number of children of school age in the Indian Territory, and the limited appropriation, it was considered that this money should be used in the rural districts, as the incorporated towns were able in a measure to provide their own school funds by taxation. It was also considered impracticable to attempt to build or furnish any schoolhouses. Therefore, the plan adopted for the use of this money was to employ teachers, their salaries to be paid from this appropriation; the residents of the neighborhoods desiring schools to provide suitable schoolhouses, and agree to provide all necessary furniture and pay the incidental expenses thereof.

The regulations to carry out this plan and to govern the disbursement of the funds were promulgated on June 27, 1904, a copy of which is submitted as Appendix No. 27, page 403.

Under these regulations steps have been taken to provide for the attendance of white children in the 400 Indian day schools heretofore in operation wherever possible, and where schoolhouses have already been erected by local subscription and otherwise, the proportionate share of the expenses of teaching the noncitizen children to be paid by the Government, and the part chargeable to the education of Indian children to be paid from Indian funds.

The superintendent estimates that to carry out this plan will require about one-half of the appropriation, leaving about \$50,000 with which to establish new schools, which it is estimated will provide for about 150 additional schools.

While the amount is far inadequate to meet demands, yet so far

as applicable it is accomplishing great good, and it is hoped that another appropriation for at least \$400,000 may be made and continued until provision can be made for schools by taxation. Many requests for assistance must be denied, it being the desire and effort of the school officials to use this money in the localities where most needed and the most good will result.

Attention is respectfully invited to the statement of the superintendent as to the need of legislation covering the school question in the Indian Territory generally, in which he refers to the fact that under existing legislation the tribal governments will end March 4, 1906, and upon the distribution of the tribal estates there will be 15,000 Indian children in Indian Territory for whom in the neighborhood of \$450,000 is now annually expended from tribal funds which will be no longer available, and the education of these children must be provided for by some means. He therefore urges that steps be taken to prepare for and inaugurate a system of schools, and that legislation be enacted to merge the present system gradually into a future system, whatever it may be.

His suggestions are worthy of serious consideration, and steps should be taken at an early date looking to the enactment of appropriate legislation with reference to education in Indian Territory. As above stated, the action taken by the last Congress, appropriating \$100,000, meets the hearty appreciation of the residents of the Five Civilized Tribes, but from the comparisons drawn by the superintendent and referred to heretofore it would seem that such amount is entirely inadequate and only meets the temporary needs in the localities requiring the most assistance.

Concerning the tribal schools generally, the superintendent reports that the past year has been characterized by harmonious effort on the part of the officers, teachers, and pupils, and better results have been secured than in any previous year. He mentions several causes which brought about this desirable condition of affairs: First, better teachers; second, increased attendance; third, consolidation of schools.

The following is respectfully submitted as to the number and character of tribal schools maintained during the fiscal year and the manner of their control and support:

#### CHOCTAW NATION.

Four regular boarding schools or academies, 2 male and 2 female, 1 of each for orphans; 10 small boarding schools, and 160 day schools.

The enrollment at the 4 academies during the year was 505; at the 10 boarding schools, 503; at the day schools, 2,791; which, added to 1,177 Choctaw pupils residing in the Chickasaw Nation whose tuition was paid, makes a total enrollment in the Choctaw Nation for the fiscal year of 4,976, an increase of nearly 1,000 pupils over the previous year, the total cost being but little more—\$121,517, as compared with \$119,561 for the fiscal year 1903.

The small boarding schools have been practically all maintained in the remote districts, giving the children at these places school facilities which could be had in no other way.

In addition to the enrollment of Indian pupils over 8,000 white children were enrolled in the neighborhood or day schools in the Choctaw Nation, such white children paying a tuition to the teacher and

furnishing their own books, the tribe paying its proportion of the expense for the education of the Indian children, in this manner allowing schools to be established for the education of both Indians and whites where there were not sufficient children to warrant the establishment of separate schools.

The tribal schools in the Choctaw Nation are jointly in charge of the United States school supervisor and a representative on the part of the tribal government, both reporting to and acting under the supervision of the superintendent of schools in Indian Territory.

The funds collected on account of coal and asphalt royalties provide the school fund for pupils of Indian blood and is disbursed under direction of the Secretary of the Interior, all expenses incident thereto being paid by the officers of the Government.

#### CHICKASAW NATION.

There are 5 tribal boarding schools and 15 day schools in this nation. No accurate data as to the enrollment or cost of maintenance of these schools have been procured from the tribal authorities. The proportion of the coal and asphalt royalties is entirely insufficient to support the Chickasaw schools, the principal part of the expenses being therefore paid by the tribal authorities from funds at their command or by the issuance of warrants from their general fund.

#### CREEK NATION.

In this nation there are maintained 10 boarding schools, 7 for Indian children and 3 for freedmen or colored children, together with 49 day schools, the total enrollment being 2,547, at a total cost of \$76,159. The enrollment and cost are practically the same as for the previous year.

These schools, in accordance with the agreements, are jointly under the control of the tribal superintendent and the Government supervisor acting under the general superintendent of schools in Indian Territory. The national council makes appropriation for the payment of the expenses of the maintenance of the schools, and warrants are drawn by the principal chief upon the joint requisition of the tribal officer and the supervisor. Payments of the outstanding warrants are made from time to time by the United States Indian agent from the interest on the invested school funds of the tribe.

The number of boarding schools maintained and the irregular attendance of full-blood pupils, as well as the disposition on the part of the tribal officials to not encourage joint schools, thus requiring more expense to be paid by the nation, probably explains to a certain extent the larger cost per capita in the Creek Nation as compared with the Choctaw and Cherokee nations.

#### CHEROKEE NATION.

Four boarding schools and 175 day schools were maintained in this nation during the year, having a total enrollment of 5,922, costing \$110,821. Both the enrollment and the cost are nearly the same as for the previous year.

The tribal schools of the Cherokee Nation are under the joint con-

trol of the Government school supervisor and the tribal board of education, all acting under the control of the superintendent of schools in Indian Territory, subject to the approval of the Secretary of the Interior. The expenses are paid from the tribal funds by the United States Indian agent at Union Agency, warrants or orders upon the Secretary of the Interior being drawn by the principal chief upon the requisition of the school officers.

#### TRIBAL REVENUES.

But little action has been taken by this Office in reference to tribal revenues during the past fiscal year. In the Choctaw and Chickasaw nations, owing to the injunctions granted by the courts restraining the officers of the Department from closing the stores of noncitizens, the tribal officials have been unsuccessful in collecting their tribal taxes. In the Chickasaw Nation the tax levied upon the introduction of live stock has been collected, as during previous years, by the officers of the Government. The courts having sustained the validity of the tax, there has been but little objection to its payment. A copy of the regulations in effect is submitted as Appendix No. 28, page 404.

A similar act of the national council of the Choctaw Nation having been passed, placing the collection of the cattle tax under the supervision of the Government, regulations governing such matters in the Choctaw Nation were promulgated, and a copy of the same is submitted as Appendix No. 29, page 406.

The manner of enforcing the collection of these taxes is by the removal of the cattle of the persons refusing or neglecting to pay through the United States Indian police, and therefore the collection of this class of revenue was, by direction of the Department, placed under the immediate supervision of the United States Indian agent at Union Agency; and for the action taken by him and the revenue inspectors who report to him attention is invited to his report.

In the Creek and Cherokee nations, the agreements providing that when cattle are grazed upon the public domain the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, the United States Indian agent has, through his policemen, ascertained where cattle have been grazed upon unallotted lands and made collections of the amount due as fixed by the regulations of the Department.

The principal tribal revenue for the Cherokee Nation has heretofore been the royalty of 20 cents per ton on hay shipped beyond the limits of the Nation. Owing to the progress of the allotments, the principal hay lands being segregated from the public domain and allotted to individual citizens, the national council of the Cherokee Nation repealed the law providing for this royalty, and the act became effective by approval of the President upon January 4, 1904, since which time no further action has been taken in reference to this matter.

#### LEASING OF INDIAN ALLOTMENTS.

The agreements with the Creek and Cherokee nations authorize Indian citizens to lease their allotments for a term not to exceed one year for grazing and five years for agricultural purposes only. Longer-term leases for agricultural and grazing purposes and mineral leases may be made with the approval of the Secretary of the Inte-



rior, but not otherwise. Therefore, in the Creek and Cherokee nations all mineral leases made by individual Indian citizens, covering their allotments, must be submitted to and approved by the Secretary of the Interior before they are of any validity. Regulations applicable to each nation governing these matters have been promulgated and are in effect. A copy of the Creek regulations is submitted as Appendix No. 30, page 407, and the Cherokee regulations as Appendix No. 31, page 448.

In the Choctaw and Chickasaw nations the original agreement authorizes the Indian citizen to lease his allotment for a term not longer than five years without renewal privilege, but does not require such leases to be supervised or approved by the Department in any way. As the law does not place any restrictions upon the character of lease that can be made by the allottee, it has been held, in an opinion of the Assistant Attorney-General for the Department, that he is authorized to lease his lands for mineral, grazing, or agricultural purposes without the approval of the Department for a term not longer than five years. Leases covering lands of minors may legally only be made for the terms and purposes authorized by the various agreements by guardians duly appointed by the United States courts and properly authorized by such courts to act.

Under the regulations applicable in the Creek and Cherokee nations, mineral or long-term grazing and agricultural leases entered into with allottees are presented for transmission to the Department to the United States Indian agent at Union Agency, who, after making such investigation as he deems proper and upon the completion of the papers, forwards his report on each lease, with his recommendation, through the inspector's office, who is also required to make recommendation in each case.

The initiatory steps in connection with the filing and submission of these leases being handled by the Indian agent, and he in his report discussing in detail the matter of the preparation of the papers, I respectfully invite attention to such report.

With reference to the right of the Department to inquire into the question of the validity of leases, sufficiency of consideration, etc., where the lease is one that the Indian is authorized to make without departmental supervision, this question was considered by the Department and the opinion of the Assistant Attorney-General duly approved by the Secretary. It is held in such cases that questions arising as to fraud, sufficiency of consideration, and validity of leases are to be determined by the courts and not by the Department. (See pp. 257 and 258, Annual Report, 1903.) In a subsequent opinion, applying particularly to the Choctaw and Chickasaw nations, dated September 30, 1903, and submitted herewith as Appendix No. 32, page 475, the Assistant Attorney-General for the Interior Department held:

While sales or leases of allotted land without "reasonable compensation" are declared invalid, no jurisdiction is conferred upon the Secretary of the Interior to try the adequacy of compensation or to interfere with the possession of the allottee's vendees, or lessees, but the statute vests in the United States courts "exclusive jurisdiction of all controversies growing out of the titles, ownership, occupation, possession, or use of real estate."

I am, therefore, of opinion that under existing law the Department is without authority to supervise or control the leasing of allotments by members of the Choctaw and Chickasaw nations.

In the Cherokee Nation, owing to the complications with reference to the segregation of the Delaware lands and the consequent unsettled status of the allotments, by direction of the Department no leases requiring its approval were received and considered for a considerable portion of the fiscal year. After the adjustment of the Delaware segregation matter leases were accepted and action taken thereon by the Indian agent under the regulations.

The report of the Indian agent shows 29 oil and gas leases and 22 coal leases entered into by individual Indians, approved by the Department, during the fiscal year in the Creek Nation, and 30 oil and gas leases and 4 marble and stone leases in the Cherokee Nation, each for a period of fifteen years where made with adult Indians, and where made with minors until they reach their majority.

In considering the effect of the legislation contained in the Indian appropriation act approved April 21, 1904, with reference to the removal of the restrictions upon the alienation of lands of allottees who are not of Indian blood and not minors, and except as to the homestead, the Department has held, in the opinion of the Assistant Attorney-General dated May 6, 1904, that the matters of alienation and of leasing are treated in the various legislation as entirely separate and distinct, and therefore the provisions governing leasing of allotted lands are not affected by the clause of the Indian appropriation act removing restrictions upon alienation; and it is the view of the Department that leases which are required to be approved by the various laws and agreements are yet ineffective without such approval of the Secretary of the Interior.

In passing upon certain mineral leases during the year requiring its approval the Department held, with reference to the financial showing required, that the minimum amount which the lessee should have to operate the mines on a tract of 160 acres is \$5,000, and if the lessee is a stock company it should have this amount in its treasury available for mining operations, and such other information as desired should be furnished as evidence of good faith.

In the Creek and Cherokee nations the regulations of the Department as amended provide that no rents, royalties, or payments accruing under any lease which has been approved by the Secretary of the Interior, or requires his approval, shall be paid direct to the lessor or Indian citizen, but that all payments shall be deposited with the United States Indian agent at Union Agency, to be turned over to the lessor or his legal representatives.

The thirteen oil and gas mining leases heretofore referred to, in effect in the Cherokee Nation, made by the Secretary of the Interior under previous legislation and prior to the time the land was allotted, have practically the same status as individual leases at this time. When the land is allotted to an individual citizen, after allotment is complete by the issuance of the usual certificate by the Commission to the Five Civilized Tribes the Department has held that the interest of the tribe in the lease is acquired by the individual Indian or allottee, and thereafter all such rents, royalties, etc., are collected for the benefit of such allottee, being paid the same as other royalties to the Indian agent and in turn by him to the allottee.

The rights of citizens by intermarriage to participate in the distribution of the common property of the Cherokee tribe having been by

act of Congress referred to the Court of Claims, no final allotments in the Cherokee Nation can be made at this time to this class of citizens. Therefore no mineral leases entered into with and submitted by persons whose names appear on the list of claimants to citizenship by intermarriage are considered or approved by the Department until the question of their citizenship is determined.

Soon after the regulations of the Department were promulgated, prescribing the form of mineral lease, rates of royalty, etc., numbers of leases were procured, and in some instances the lessees, believing the lease was in effect after they had procured the signature of the Indian, began prospecting, particularly for oil, and to sink wells, prior to the time the lease was approved by the Department. The Department being advised of such action, this Office was directed to give public notice that such proceedings were illegal, and the leases would not be approved if the lessee commenced prospecting or began to sink wells prior to the approval thereof.

As shown by the report of the United States Indian agent, in each case there is required to accompany the papers an affidavit by the lessee that no development work or operations have been commenced, and also, where it is believed to be necessary, a personal inspection is made before the lease is forwarded to the Department.

In the Creek and Cherokee nations the law authorizes the Department to fix the time for mineral leases, and for adult citizens the same has been fixed at not exceeding fifteen years. Where leases are made by guardians covering the lands of minors, the Department has held that no lease extending beyond the minority of the ward will be approved, it being a well-established and recognized principle that the authority of the guardian over the property of his ward ceases when the latter attains his majority.

Inquiries having been made as to the right of citizens of the Creek and Cherokee nations to extract mineral from their own allotments without entering into formal leases, the matter was submitted to the Department, and upon consideration it was held that allottees may, with the consent of the Department, develop their lands for mineral purposes, such allottees to be required to show, before permission is granted, that they have sufficient capital to develop the same and that the permission is not sought for the purpose of evading or lessening in any way the jurisdiction of the Department in the premises. Regulations to carry into effect this ruling were prescribed by the Department to apply to the Creek Nation, a copy of which is submitted as Appendix No. 33, page 476.

The issuance of similar regulations to apply to the Cherokee Nation was delayed, pending the settlement of the matter of the segregation of the Delaware lands, and was not again taken up during the fiscal year.

#### ALIENATION OR SALE OF INDIAN ALLOTMENTS.

Different provisions of law with reference to the right of the allottee to alienate his land apply to the different nations in Indian Territory, and a brief synopsis of the same is given below :

## CREEK NATION.

Section 16 of the supplemental agreement, ratified by the act of June 30, 1902 (32 Stat. L., 500), provides that lands allotted to citizens can only be alienated before the expiration of five years from the approval of the supplemental agreement, or until July 1, 1907, with the approval of the Secretary of the Interior, and that the homestead of 40 acres shall be inalienable for twenty-one years from the date of deed thereto.

These restrictions as to alienation were removed by the Indian appropriation act approved April 21, 1904, as to citizens of the Creek Nation who are not of Indian blood and not minors, except as to the homesteads, and the restrictions upon alienation by citizens by blood, except minors and except as to homesteads, may be removed with the approval of the Secretary of the Interior. The regulations governing applications of Indians by blood for the removal of restrictions are submitted as Appendix No. 34, page 477.

Citizens by blood of this nation who desire to sell their land with the approval of the Secretary of the Interior may also list the same with the United States Indian agent at Union Agency, who will advertise and receive bids therefor, as provided by the regulations governing the leasing and sale of lands, as amended July 10, 1903, submitted with this report as Appendix No. 30, page 407.

Also where citizens desire to survey, plat, and dispose of their lands for town-site purposes at stations along the lines of railroads, the unrestricted alienation of the same is authorized by the Indian appropriation act approved March 3, 1903 (32 Stat. L., 982), when recommended by the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior.

From the above it will be observed that Creek citizens by blood can only alienate their land with the approval of the Secretary of the Interior, either by first having the restrictions removed under the regulations referred to above or for town-site purposes, upon the recommendation of the Commission to the Five Civilized Tribes, under the act of March 3, 1903, or by having the same advertised by the United States Indian agent and bids received therefor, the deed to be approved by the Department.

Adult citizens not of Indian blood are authorized to alienate their allotments, except the homestead, at their discretion and without the approval of the Department or any tribunal. The Department has held that freedmen and intermarried whites come within this class.

There are but few intermarried whites who are entitled to citizenship rights and have been allotted land, but in accordance with the reports of the commission to the Five Civilized Tribes the Creek freedmen number over 5,000.

After the passage of the Indian appropriation act containing legislation as to the removal of the restrictions there was some question as to whether or not the fact that a citizen was upon the freedman roll was conclusive that he was not of Indian blood within the meaning of the law. Several petitions were filed with the United States Indian agent by citizens who were enrolled as freedmen, but who attempted to furnish proof that they were partially of Indian blood. The agent forwarded these petitions, with the request that he be ad-



vised as to whether or not they should be received and the lands listed for sale with the lands of citizens upon the roll of Indians by blood. Upon consideration the Department expressed the opinion that persons who obtained their landed rights by reason of being freedmen and whose names appeared upon the freedmen roll should not be considered of Indian blood, and that such persons, so far as the Department was concerned, could dispose of their lands without the approval of the Secretary of the Interior. The agent was instructed not to accept petitions of that character or to list such lands for sale.

As to the sale of allotments in the Creek Nation with the approval of the Secretary of the Interior by advertising the same and receiving sealed bids therefor under the regulations of July 10, 1903, referred to above; the details of such work are handled by the United States Indian agent at Union Agency, and I respectfully refer to his report giving the manner of procedure and work performed during the fiscal year.

Lands are posted and advertised and bids opened each week for tracts which have been so advertised for sixty days. Each bid must be accompanied by a certified check, payable to the order of the Commissioner of Indian Affairs, for 20 per cent of the amount of the bid. The land is appraised by a disinterested Government employee, and no bid is accepted for less than the appraised value. If the allottee is willing to accept the highest bid above the appraisal, which appraisal is not made public, and it is considered to the advantage of the Indian to make the sale, the person making the highest bid is so notified and required to deposit certified check for the remainder of the purchase price. When warranty deed is presented it is transmitted with full report as to the bids received, etc., for the approval of the Secretary of the Interior. These deeds are forwarded in the customary manner through this office and the Commissioner of Indian Affairs. The inspector is required by the regulations of the Department to make a recommendation as to the approval or disapproval of each deed. The petitions are filed with the United States Indian agent, and all bids must be made to him.

The report of the Indian agent shows that the first bids were opened September 25, 1903, and that during the fiscal year 1,439 tracts were listed with him for sale. Of these about 300 were being advertised, the date for opening bids not being reached at the close of the fiscal year; a few were withdrawn by the allottee; about 200, covering the lands of freedmen, were canceled after the restrictions had been removed; and upon 137 no bids were received; leaving 788 tracts of land upon which bids were made and opened. Of this number 465 tracts were awarded to the highest bidder and the full amount of the purchase price paid. On 280 tracts the bids were rejected by reason of being below the appraisal, and on 43 tracts the bids were rejected by the allottee. The area of the land covered by the 465 bids that were accepted is 40,196.02 acres.

Up to the close of the fiscal year 359 deeds had been approved by the Department and 9 disapproved. The amount of money actually paid to allottees where sales have been finally consummated is \$488,150.64.

This method of selling Indian lands is most satisfactory from a departmental standpoint, having in view the best interests of the

allottee. It does not so well meet the approval of the prospective purchaser. It requires him to bid against any and all who desire to compete for the same land, and also makes it necessary for him to bid above the amount of an unknown Government appraisement. The records show that by the present method of sale of land by sealed bids, lands have been sold for a much higher price than by previous private sales which were disapproved by the Department.

#### CHEROKEE NATION.

Section 15 of the agreement with the Cherokee Nation, as ratified by the act of July 1, 1902 (32 Stat. L., 716), authorizes the alienation of lands allotted to members of said tribe in five years from date of issuance of patent, except that the homestead shall be inalienable for twenty-one years. No allotment patents or deeds have yet been issued in the Cherokee Nation.

This agreement does not provide for sales within the five years either with or without the approval of the Secretary of the Interior, as applicable to the Creek Nation, but the legislation as to the removal of the restrictions upon alienation, contained in the Indian appropriation act approved April 21, 1904, applies to the Cherokee Nation the same as the Creek Nation, as referred to above.

Citizens who are not of Indian blood and not minors may dispose of their allotments after receiving title thereto without restriction, except the homestead, and petitions for the removal of the restrictions may be made by citizens by blood to the Secretary of the Interior, through the United States Indian agent, under the regulations submitted as Appendix No. 34, page 477. 276

The provisions of the act of March 3, 1903 (see Appendix No. 11, p. 362), authorizing the unrestricted alienation of lands where necessary for town-site purposes at stations along the lines of railroads, with the approval of the Secretary of the Interior, also apply to the Cherokee Nation.

#### CHOCTAW AND CHICKASAW NATIONS.

Section 16 of the supplemental agreement with these nations, as ratified by the act of July 1, 1902 (32 Stat. L., 641), only authorizes the alienation of lands allotted to members of said tribes, one-fourth of the acreage in one year, one-fourth in three years, and the balance in five years, in each case from date of patent. As in other nations, however, the homestead is inalienable for twenty-one years.

In these nations also the restrictions as to alienation of lands allotted to adult citizens not of Indian blood, except as to the homestead, were removed by the act of April 21, 1904, and citizens by blood may make application under the regulations of the Department, submitted as Appendix No. 34, page 477, and referred to heretofore, for the removal of the restrictions.

The same legislation authorizing unrestricted alienation, when recommended by the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior, where lands are necessary for town-site purposes at stations along the lines of railroads, applies to the Choctaw and Chickasaw nations as well as the Creek and Cherokee nations. (See Appendix No. 11, p. 362.)

## SEMINOLE NATION.

Under existing law deeds to allotments in the Seminole Nation will not be issued until March 4, 1906, after the extinguishment of the tribal government, after which time the lands can be alienated, with the exception of the 40-acre homestead. The provisions of the last Indian appropriation act, mentioned above, as to the removal of restrictions from citizens who are not of Indian blood, and from those by blood with the approval of the Secretary of the Interior, apply also to the Seminole Nation at this time.

## GUARDIANS FOR MINORS WHO HAVE ALLOTTED PINE LANDS.

In the pine-timber districts of the Choctaw Nation much of the land has been allotted to minor Indians, and as such land is particularly valuable for its pine and it was considered advisable by the Department that steps be taken to see that the interests of the minors were protected by the Government, and the courts having held that parents or natural guardians are not authorized to lease the allotments of their minor children or handle or dispose of their property in any way, without being duly appointed guardians and authorized to act, this office was directed to see that guardians were appointed for the minors in the pine-timber district and to see that their interests were protected.

Similar instructions were given with reference to lands allotted to Mississippi Choctaws in the timber district, such Indians not being authorized to dispose of their timber at this time.

Lists of land allotted to minors have been secured, together with the names of their parents, and each parent notified that he can not make contracts looking to the disposition of the timber, or cut or sell the same in any way, and that he should make application to be appointed as guardian, and that if this was not done the Government would ask the court to make such appointments as provided by the Arkansas laws in force in the Territory.

At the same time a representative of this Office is visiting the different tracts of land covered by pine timber allotted to minors and ascertaining if timber is being cut in violation of law, and in this manner it is believed the situation is under control. The matter has been given considerable publicity and purchasers of timber are careful to see that the only purchases made are from adult Indians who have received certificates of allotment and are authorized to sell, or from guardians who have been duly authorized by the court to sell the timber upon the lands allotted to their wards.

With reference to the appointment of guardians generally and the power and duty of the court to make such appointments for all minor Indians, I respectfully refer to an opinion of Hon. Charles W. Raymond, judge of the United States court for the western district of the Indian Territory, in the case of *Evans et al. v. Shoenfelt et al.*, rendered July 20, 1903, in which he held, among other things:

The parent of an Indian has no right to lease the land of his minor children unless he has by due process of legal procedure been made the legal guardian.

Also, that it was not thought—

That Congress ever intended that parents in the Creek Nation who are designated as natural guardians should have the right, without regard to the rights

or interests of their minor children, to rent their allotments without the consent of the court, and take the proceeds to pay their private debts.

Furthermore, the court stated—

I can not imagine a case that can arise which will more forcibly illustrate the necessity of requiring guardians to present leases for approval here in the Creek Nation than the case under consideration. Plaintiffs in their bill aver that defendant, Hutton, is insolvent to-day and that judgment can not be recovered against him. Notwithstanding the fact that ever since the day that this splendid estate of more than 1,000 acres was turned over to the possession of this natural guardian he has received the income upon it, yet to-day he is unable, by reason of his insolvency, not only to carry out his own contracts, but to pay into court the money which the land of his minor children has earned for them, and not for him.

This opinion is submitted as Appendix No. 35, page 479.

Subsequently, in the case of the Indian Land and Trust Company v. Shoenfelt, Indian agent, Judge Raymond again decided the matter of appointing guardians and held that such guardians must be appointed, and that it was their duty to first obtain the consent of the court to lease or dispose of the property of their wards; and it was decided that a lease executed without the approval of the court was void and of no effect. This decision was affirmed by the United States court of appeals for the Indian Territory on February 20, 1904. A copy of the decision of the court of appeals is submitted as Appendix No. 36, page 482.

#### TIMBER AND STONE.

Individual citizens of the Five Civilized Tribes being authorized by the act of Congress approved January 21, 1903 (32 Stat., 774), to dispose of their timber without restriction after the issuance of certificate of allotment, and the regulations of the Department governing the procurement of timber and stone under the provisions of said act only applying to unallotted or unselected lands, no timber contracts have been made in the Indian Territory by the Government during the past fiscal year, only one application having been considered. This application was for the purpose of procuring timber for railroad ties, practically all of which timber was desired to be taken from the segregated coal lands. The Department held that no contract should be entered into for timber to be procured from such segregated lands, but approved the application covering such of the other tracts as were unselected. The applicant was duly notified of this action, but inasmuch as he could not procure timber from the segregated coal lands, preferred to purchase such timber as needed from the allottees who were authorized to sell the same, and therefore no contract was made.

One contract was entered into with the Kansas and Arkansas Valley Railroad Company, covering the purchase of not to exceed 500,000 cubic yards of gravel, at the rate of 2 cents per cubic yard, the gravel to be taken from the bars and bed of the Arkansas River near Webbers Falls, in the Cherokee Nation, but within the meandered banks of said stream and where the land was not subject to allotment. This contract was for the term of one year and was in reality a renewal of a similar contract entered into with this same company during the previous year.



While Indian citizens who have received their certificates of allotment are authorized to dispose of their timber without the supervision of the Department, the Department has taken action to protect the timber of minor allottees, particularly in the pine district of the Choctaw Nation, where the land is most valuable for its pine, the courts having held that the parents or natural guardians are not authorized to lease the lands of their minor children or handle or dispose of their property without being duly appointed guardians by such courts and regularly authorized to act.

Steps have been taken to see that no timber is cut from lands allotted to minors, except under proper order of the court, and also to see that guardians are appointed in each case. Therefore if timber is cut without the consent or authority of the guardian, the person cutting the same has not only violated the timber law, but is subject to prosecution for having interfered with and disposed of the property of a minor.

Similar steps have been taken to protect the timber upon lands allotted to Mississippi Choctaws. Inasmuch as these allotments do not become final unless the Mississippi Choctaws shall in good faith reside continuously upon the same for a period of three years and furnish proof of such bona fide residence, he is not authorized at this time to sell or dispose of his timber, and persons cutting or purchasing the same lay themselves liable to prosecution.

By direction of the Department, all certificates of allotment to be issued by the Commission to the Five Civilized Tribes to Mississippi Choctaws contain notice to this effect.

The matter of the disposition of royalties which had accumulated on account of timber and stone secured under contracts made during previous years was presented to the Department, and it was held that where any moneys had been paid on account of timber and stone taken from lands of the Five Civilized Tribes, which lands had been selected by applications presented to the Commission to the Five Civilized Tribes and accepted by such Commission, accrued to the allottee and should be paid to him, from the date of such application after the allotment was final, by the issuance of the customary certificate of selection.

Accompanying all payments of royalty made under contract was submitted evidence as to the particular 40-acre tracts from which the timber or stone has been procured and record made thereof. Instructions were given by the Department that information should be procured as to whom the lands from which the timber and stone had been taken had been allotted, and the dates of selection, and that the United States Indian agent at Union Agency should make proper payment to the allottees of the amounts due them from this source.

At different times during the year, in cases of timber depredations upon the public domain, the timber has been seized by the United States Indian agent, through the Indian policemen, and, unless replenished through the United States court, sold at public auction, the proceeds of such sales, after deducting the expenses thereof, being placed to the credit of the tribes. Owing to the progress of the allotments and the action taken in this manner to protect timber upon the public domain, the complaints in this regard have been less than heretofore.

## PUBLIC ROADS.

As mentioned in my last annual report, section 10 of the supplemental agreement with the Creek Nation and section 37 of the agreement with the Cherokee Nation provided for public highways or roads along all section lines, without any compensation being paid therefor, and that all allottees, purchasers, and others shall take title to lands subject to these provisions, and that public 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 direction of the Secretary of the Interior while the tribal government continues, and to be paid by the nation; and if buildings or other improvements are damaged in consequence of the establishment of such 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.

Under the agreements the duty of enforcing these laws devolved upon the Secretary of the Interior. During the previous fiscal year, however, owing to lack of force and funds to carry out this work, little or no action was taken in reference thereto, save the issuance of public notice to the effect that section roads should be opened and obstructions removed.

The necessity of proceeding further to carry out the provisions of these laws becoming apparent, this office recommended on October 2, 1903, that instructions be given for the United States Indian agent at Union Agency to primarily carry out the work of enforcing the provisions of these road laws; that he be instructed to take proper action looking to that end and the appraisal of any damages incurred by reason thereof, and it was suggested, inasmuch as the law provided that the tribal funds should be used for the payment of damages, that it was also contemplated that the expense of determining damages should also be paid from said tribal funds. The Department concurred in this view, and, in order that the matter of the use of tribal moneys might be definitely decided, secured an opinion of the Comptroller of the Treasury in reference thereto, in which it was held that the tribal funds should not only be used to pay all damages, but also the necessary expenses of making appraisements of all property for which the Creek and Cherokee nations are liable to pay damages under the sections of the agreement as heretofore mentioned.

Upon the issuance of these instructions, and funds being then available to carry on the work, the United States Indian agent has, during the remainder of the year, in necessary cases, taken steps to open roads, both along section lines and elsewhere, appraising the damages, etc.

No similar legislation with reference to public roads exists in any of the nations in Indian Territory, except the Creek and Cherokee, and as the necessity for legislation upon the subject is apparent, I respectfully renew previous recommendations that Congress be asked to make similar provision for the Choctaw, Chickasaw, and Seminole nations.

## SELF-EMIGRANT ROLL.

The Indian appropriation act approved May 27, 1902 (32 Stat. L., 245), made the following appropriation:

For payment per capita under the direction of the Secretary of the Interior to certain Creek Indians, or their heirs, who removed themselves from east of the Mississippi River to the Creek Nation, Indian Territory, and subsisted themselves for one year in accordance with the twelfth article of the treaty with the Creek Tribe, proclaimed April fourth, eighteen hundred and thirty-two, twelve thousand two hundred and twenty dollars, or so much thereof as may be necessary: *Provided*, That the Secretary of the Treasury shall, before payment is made, require satisfactory proof that each of said Indians is entitled to the same under the provisions of said treaty.

The United States Indian agent at Union Agency was instructed on February 3, 1903, to prepare the necessary roll upon which this payment was to be made, and submit proof in reference thereto.

The agent having reported that he had made no progress in the preparation of this roll, the Department on February 26, 1904, directed this office to proceed to secure the necessary proof and to submit the roll of the persons entitled to participate in the appropriation made.

It appears that the original roll of Creek Indians who claimed to have removed themselves from east of the Mississippi River to the Creek Nation, Indian Territory, and subsisted themselves for one year without expense to the Government was first made in 1871, but inasmuch as such roll was not accompanied by proper proof and contained many names whose claims could not be allowed, Indian Agent Tufts, at Union Agency, in 1885, was directed to prepare a new and proper roll.

This agent furnished a revised list of the so-called self-emigrant Creeks, which had been prepared by G. W. Stidham, special Creek delegate. The agent himself being without authority to incur any expense reported it was impossible for him to procure the data.

Agent Owen, who succeeded Agent Tufts, was, in October, 1885, furnished a copy of the list submitted by Mr. Stidham and advised that until the roll had been examined and proof submitted and approved by an officer of the Government the same could not be accepted, and he was instructed to cause the claimants named to present themselves at the agency and furnish proof with reference to their claims.

On December 1, 1886, Agent Owen returned the Stidham roll to the Department with such proof as he had been able to secure as to the justness of the various claims.

The original Stidham list, with the names added by Agent Owen, contains 115 families, or 499 individuals. This entire list or roll, with the report and proof submitted by Agent Owen, was presented to Congress by the Secretary of the Interior on June 20, 1888, in response to Senate resolution of June 6, of the same year, calling for the papers.

The correspondence, the Stidham list containing 499 names, and the proof submitted, were all printed as Executive Document No. 198, United States Senate, first session of the Fiftieth Congress.

When this Office was instructed to take up this work, the original roll, the original proof, and the Senate document mentioned, all having been inadvertently misplaced in the Indian agent's office, were not

turned over with the instructions. It was noted, however, that the correspondence mentioned the fact that the roll contained the names of 274 persons who claimed reimbursement for transportation at \$30 each, and 160 for subsistence at \$25 each, and the amount appropriated by Congress, \$12,220, was just sufficient to pay that number and no more.

An extract of the Senate document, giving the names of all of the 499 persons contained in the Stidham roll, and the report of Agent Owen, had been printed and copies distributed throughout the Creek Nation by the United States Indian agent, and steps taken to secure proof as to the heirship of any of the deceased claimants.

As the list had been printed and notice sent out to the Indians to furnish proof as to their relationship to the deceased claimants, they believed appropriation had been made for all of the persons named on the original roll. As soon as the matter was turned over to this Office, however, it was found appropriation had only been made for 274, or for certain families named in a recapitulation at the end of the Senate document, no explanation being made as to why these certain families had been selected from the original list.

Some time later the original rolls and other papers were found, and it was then ascertained that the so-called recapitulation contained the names of only those who furnished proof to Agent Owen that they were entitled to reimbursement, and apparently it was for these only that appropriation had been made by Congress.

Therefore all of the steps taken to secure proof as to the heirship of those who did not furnish evidence to Agent Owen were unnecessary at this time, as no payments to such could be made unless additional moneys were furnished by Congress. Inasmuch as all of the original claimants who were not within the list for which appropriation was made have been dead a number of years, they having emigrated between 1830 and 1840, as well as other persons who knew of their emigration and could act as witnesses, it is practically impossible to secure any proof as to their emigration, and if they were unable or failed to furnish proof to Agent Owen in 1886, their heirs are much more unlikely to do so at this time.

The persons now claiming to be heirs of these Indians are nearly all full-bloods and believe that they were entitled to payment on account of these claims, and particularly so when the list contained the names of their ancestors who were self-emigrant claimants and they were called upon to furnish proof as to their relationship, and it is quite difficult at this time to explain to them why they will not be paid while certain other families will be.

The roll of heirs of deceased claimants for which appropriation was made has been completed.

In view of the fact that the original claimants, with the exception of one, are all dead, their heirs practically all full-bloods, the claim being one of such long standing, and while the amount to be paid is comparatively small and the roll itself not large, still it has been one of the most complicated matters with which this Office has been required to deal during the past year.

#### LOYAL CREEK ROLL.

Mr. James McLaughlin, United States Indian inspector, was designated by the Department to prepare a roll of the so-called loyal



Creek Indians or their heirs or legal representatives who were entitled to participate in the appropriation made in full satisfaction of these claims by the act of March 3, 1903 (32 Stat. L., 982).

Inspector McLaughlin completed the principal part of this roll, and the duty of finishing the same, about 150 claimants, by direction of the Department devolved upon this Office. In the meantime steps were taken by the United States Indian agent at Union Agency to make the payment upon the roll already prepared and approved. The payment was commenced at the close of the fiscal year, but owing to complications arising over the law of descent and distribution the payment was temporarily suspended and not again resumed during the year.

This Office has proceeded with the completion of the enrollment, but as the claimants that have not yet submitted proof live in the remote districts, but little progress has been made. In any event it is not believed there are very many claims where satisfactory proof can be furnished as to heirship. The Indians, together with their witnesses, can be better reached at the time of the payment upon the main roll, and arrangements are being made for the inspector or a representative to be present at the different towns at the time of the payment to take such proof as may be offered.

#### OIL AND GAS PIPE LINES.

The development of oil and gas in the Indian Territory made the laying of pipe lines necessary. Application was made to the Department for the approval of certain contracts with individual Indians, covering right of way for a pipe line through the Cherokee Nation, to be constructed by the Prairie Oil and Gas Company. Upon consideration the Department was of the opinion that under existing law there was no authority for the laying of pipe lines through lands of individual Indian occupants.

Upon this decision the various oil and gas companies urged upon Congress and the Department the necessity of securing legislation authorizing the granting of rights of way for such pipe lines. Reports upon the communications of several of these companies were made by me to the Department, and bills introduced in Congress with reference thereto were favorably reported upon by the Department, and Congress, by act approved March 11, 1904 (33 Stat. L., 65), authorized the Secretary of the Interior to grant rights of way for oil and gas pipe lines through the Indian Territory. A copy of the regulations promulgated thereunder is submitted as Appendix No. 20, page 389.

#### CARE OF INSANE PERSONS.

Heretofore there has been no provision whatever for the care and support of insane persons in the Indian Territory, except the Cherokee Nation maintained at tribal expense an asylum for Cherokee citizens. It has not been uncommon for insane persons to be at large in the Territory, without any authority for their being kept in restraint, unless they could be charged with a crime and arrested by the United States marshal. In cases where they have been convicted of crimes and declared insane, they have been transported by the Department of Justice to the Government asylum at Washington, D. C.

The urgent necessity of legislation upon this subject has been brought to the attention of Congress by the Department, and by act approved April 28, 1904 (33 Stat. L., 539), the Secretary of the Interior was authorized to make proper arrangements for the care and support of insane persons in Indian Territory, and for that purpose the sum of \$25,000 was appropriated, it being provided, however, that insane Indians in Indian Territory should be cared for at the asylum for Indians at Canton, Lincoln County, S. Dak.

The matter of the action to be taken under this legislation was submitted to this Office, and upon making report the Department directed that the United States Indian agent at Union Agency furnish information as to any insane Indians, and, under the direction of the Indian Office, take steps to transport them to the South Dakota asylum.

This Office was directed to make investigation as to the insanity of persons other than Indians and to make contract for their care and support.

Up to the time of this report about 30 cases of insanity of persons other than Indians have been presented, and as rapidly as possible proof is being secured as to their condition financially, as well as the condition in the same regard of their immediate relatives, it being the instructions, owing to the limited appropriation, that the same be not used unless it is clearly shown that the relatives and friends of the insane person are unable and unwilling to give such person the necessary care and support.

Under the Arkansas laws in force in the Indian Territory a judicial inquiry must be had in each case and the insane person adjudged so by the United States court.

Under these laws in case a person is violently and dangerously insane and is not in the care of some discreet person, until proper investigation can be made and he can be turned over to the Interior Department for transportation to the insane asylum, the United States marshal is authorized to keep him in restraint. This could not be done heretofore because there was no disposition that could be made of the insane after being taken into custody.

The appropriation made by Congress provides for a long-felt want in the Territory, but an additional appropriation will probably be necessary to continue the care of these unfortunates until other provision can be made.

#### MUNICIPAL BONDS.

In the Creek and Cherokee nations municipal bonds may be issued by towns having a population of 2,000 or more for public improvements, with the approval of the judge of the United States court for the judicial district in which the municipality is located, in accordance with an act of Congress approved May 19, 1902 (32 Stat. L., 200). (See Appendix No. 14, p. 373.)

In the Choctaw and Chickasaw nations this act was repealed by the subsequent ratification of a supplemental agreement with these nations by the act of July 1, 1902 (see Appendix No. 4, p. 323), section 55 of which confers authority upon municipal corporations, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon, subject to the provisions of the laws of the United States in force in the organized Territories thereof. Therefore

towns in the Choctaw and Chickasaw nations that desire to issue bonds must proceed under the act of March 4, 1898 (30 Stat. L., 252) (see Appendix No. 15, p. 374), and first secure the approval of the Secretary of the Interior. Towns having a population of not less than 1,000 can issue bonds in these nations.

The said act of March 4, 1898, having also been placed in effect in the Creek Nation by section 25 of the original agreement ratified on March 1, 1901, towns in that nation having a population of 1,000 or more and less than 2,000 can issue bonds with the approval of the Secretary of the Interior.

The Department has held in all of these cases, however, that in so far as the limitations as to the amount of bonds which may be issued by any town apply the restrictions contained in the general bond act of May 19, 1902, above referred to, shall be considered to govern. These limitations are:

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 the purpose of taxation.

Under the above legislation where action is required and authorized by the Secretary of the Interior the Department has authorized the issuance of the following bonds during the fiscal year:

Duncan, Chickasaw Nation, July 1, 1903, \$25,000 for waterworks.

Wynnewood, Chickasaw Nation, July 27, 1903, \$15,000 for schoolhouses.

Pauls Valley, Chickasaw Nation, August 4, 1903, \$18,000 for waterworks and sewers.

Ada, Chickasaw Nation, October 29, 1903, \$30,000 for waterworks and \$15,000 for schoolhouses.

Chickasha, Chickasaw Nation, October 29, 1903, \$90,000 for waterworks and sewers.

Wilburton, Choctaw Nation, November 14, 1903, \$5,000 for schoolhouses.

Durant, Choctaw Nation, December 16, 1903, \$89,000 for waterworks and electric lights.

Tishomingo, Chickasaw Nation, December 29, 1903, \$30,000 for waterworks and \$20,000 for schoolhouses.

Comanche, Chickasaw Nation, March 25, 1904, \$12,500 for schoolhouses.

In each of these cases a full and complete record of the proceedings was forwarded to the Department through this office, with evidence as to the population of the town, the valuation of the taxable property, and that the same is a regularly organized municipality.

The Department has held that it is not required to pass upon the validity of each and every step a town may take in furtherance of its desire to issue bonds. It is only to say what may or may not be done, and not the manner of doing it.

For the information of the Department, and with each application, full information as to the conditions at the town, the character and stability of its improvements, and necessity for the public improvements desired, is furnished, and in cases where the bonds are to be issued for the purpose of building schoolhouses a report is also required from the superintendent of schools for the Indian Territory.

#### PRIVATE BANKS.

The matter of the need of legislation governing the operation of private banks in the Indian Territory having been presented to the Department, this office was instructed to take the matter up with

interested persons and make report in reference thereto with recommendation as to such legislation by Congress as was deemed advisable.

The Indian Territory Bankers' Association had petitioned Congress to put in force in Indian Territory the Oklahoma banking law, and Mr. T. P. Martin, jr., a banker of Marlow, Ind. T., having interested himself in connection therewith, the matter was taken up with Mr. Martin, Mr. Frank Craig, president of the bankers' association, and Mr. J. L. Dabbs, the ex-president of such association, and also with other prominent and responsible bankers throughout the Territory, and all concurred in the view that the Oklahoma law, with certain changes to make it applicable to Indian Territory, seemed to satisfactorily cover the situation. There being no question as to the necessity of legislation on the subject, report was made to the Department urging the adoption of the Oklahoma law. After considering the matter the Department advised that Congress at its next session would be requested to enact appropriate legislation.

#### TELEPHONE LINES.

As Appendix No. 19, page 191, there is submitted a copy of the regulations of the Department governing the procurement of rights of way for telephone and telegraph lines in the Indian Territory, prescribed under section 3 of the act of March 3, 1901. (31 Stat. L., 1058.) This law applies to all other Indian lands in the United States, and applications submitted under these regulations are made direct to the Commissioner of Indian Affairs. After the approval of maps and the granting of authority for the construction of the lines, damages are assessed and payments of the annual tax at the rate of \$5 per annum for each 10 miles of line required.

Demands made by the Indian Office upon a number of the companies that had their lines in operation before the passage of this legislation for the amounts due as damages and annual taxes and for other necessary information were practically ignored, and all reasonable efforts by mail to secure a compliance with the regulations having been exhausted, by direction of the Department this office was instructed to take up the matter with about twenty-five separate companies, and to either require an immediate compliance with the law and regulations of the Department or take steps to see that the companies were prosecuted and required to discontinue operations.

Personal conferences were had with practically all of the companies, and in nearly every instance when the matter was explained the office was successful in securing payments of the amounts due and the furnishing of the required information. The disposition of these cases was to a certain extent facilitated by an opinion of the Assistant Attorney-General, duly approved by the Department, to the effect that companies which had constructed their lines prior to the passage of said act of March 3, 1901, where the right-of-way damages had been fixed and paid under authority of the tribal governments, were not subject to be assessed again therefor under said act.

#### CONCLUSION.

The matter of most importance generally in the Indian Territory at the present time, and causing the most comment and unfavorable criticism, is the selling and leasing of Indian lands. As shown in de-



tail in this report, Indians are authorized to lease their land for grazing purposes for one year and for agricultural purposes for five years without the approval of the Department, and the Assistant Attorney-General has held that the Department is without authority to supervise or control such leasing, even if the leases are made for an inadequate consideration, as exclusive jurisdiction in such matters is vested in the United States courts.

The United States court of appeals has also affirmed an opinion of Hon. Charles W. Raymond, the United States judge of the western judicial district of Indian Territory, to the effect that parents have no authority to lease the allotments of their minor children without the permission of the court.

It is generally conceded that many leases are at the present time made for an inadequate consideration and the Indians imposed upon, but there is no law requiring leases of this character to be submitted for the approval of any authority. Under all the circumstances, therefore, if leases were required to be first submitted to and approved by some proper officer, it would have the desired effect of protecting the interests of both the lessee and the lessor, avoid the uncertainty as to litigation, and correct many existing evils which result to the detriment of the Indian.

In view of the success of the present method adopted by the Department in selling Creek lands by sealed bids, the advisability of securing legislation which would authorize similar procedure in the other nations is respectfully suggested.

Existing law provides that the restrictions as to alienation of lands by citizens of Indian blood may be removed by the Secretary of the Interior, and are removed as to adult citizens who are not of Indian blood. To enable both the citizens and prospective purchasers to act intelligently and prevent confusion hereafter, it is suggested that this law be amended or construed to remove the restrictions from adult citizens who are not of Indian blood, as shown by the official citizenship rolls of the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior.

I respectfully renew my previous recommendations that provision be made for public roads along section lines, and elsewhere when necessary, throughout the Choctaw, Chickasaw, and Seminole nations.

Also that an additional appropriation be made for the maintenance of schools generally in the Indian Territory, as referred to in this report under that head.

As referred to in detail herein, legislation by Congress to provide for the conduct and control of private banks in the Indian Territory is also recommended.

Attention is again invited to the present status of titles to lots in the town of Wewoka, Seminole Nation, and the advisability of further legislation upon the subject is respectfully suggested.

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 6, 1904.*

In compliance with instructions, I have the honor to submit herewith my annual report in reference to the affairs of the agency for the fiscal year ended June 30, 1904.

The Union Agency has under its jurisdiction what are known as the Five Civilized Tribes of Indians, viz, Cherokees, Choctaws, Chickasaws, Creeks, and Seminoles. Incorporated into the Cherokee tribe of Indians are remnants of the once powerful tribes of Indians known as the Delawares and Shawnees. The Indian population is, in the aggregate, about 80,000, with approximately 800,000 white people. The latter class is rapidly increasing on account of the vast immigration.

The headquarters of this agency are at Muscogee, Ind. T., which city is located on the Missouri, Kansas and Texas Railroad, the St. Louis and San Francisco Railway, the Midland Valley Railway, and the Muscogee Union Railway.

The tribal autonomy of the Five Civilized Tribes of Indians will be extinguished in March, 1906, by agreement made by the Commission to the Five Civilized Tribes, which Commission has charge of the allotment of lands in the Indian Territory.

The Indian Territory is divided into four judicial districts, with four judges, four marshals, and four district attorneys. The recent act of Congress approved April 28, 1904, provides for the appointment of four additional judges, and places full and complete jurisdiction upon the district courts in said Territory in settlement of all estates of deceased persons, the guardianship of minors and incompetents for Indians, freedmen, or otherwise. The courts of the Indian Territory were much behind in completing their business, but it is thought with these additional judges the docket will be rapidly cleared. The tribal courts of the Cherokee and Creek nations have been entirely abolished, but the tribal courts of the Choctaw, Chickasaw, and Seminole nations are still in existence, but with very limited authority.

As remarked above, the Commission to the Five Civilized Tribes has charge of the allotment of lands in the Indian Territory, but by a clause in the act of Congress approved April 21, 1904, the Commission is required to complete this work by June 30, 1905, which it confidently expects to do, except as to a few details.

### DUTIES OF THE INDIAN AGENT.

In addition to the duties which the Indian agent is required to perform, which were mentioned in my annual report for the fiscal year ended June 30, 1903, additional work is devolved upon him by recent act of Congress, the most important of which is that requiring him to report upon the advisability of removing restrictions upon the alienation of lands of Indians by blood of the various tribes under his jurisdiction. Another very important work which the Department has devolved upon the Indian agent is to report upon the value of improvements upon the surplus lands of the Delaware-Cherokee Indians. The Indian agent has also been directed by the Secretary of the Interior, in conjunction with Inspector Jenkins, to pay intruders in the Cherokee Nation, Indian Territory, who have not heretofore, for any reason, been paid the amounts due them for appraisements heretofore made for improvements placed upon lands in the Cherokee Nation by said intruders.

The matter of the establishment of roads on section lines and elsewhere in the Cherokee and Creek nations has been placed in charge of the Indian agent.

Under date of April 6, 1904, the honorable Acting Secretary of the Interior approved certain regulations governing the introduction or holding of cattle in the Choctaw Nation, Indian Territory, which require that the tax on such cattle should be paid directly to the Indian agent, and in event of failure to pay such tax the cattle were to be removed from the Choctaw Nation and the Indian Territory.

The agent is also required from time to time to make special payments; for instance, during the fiscal year just ended I began the disbursement of the so-called "loyal Creek fund," but owing to a difference of opinion as to the distribution of this money to the heirs of deceased claimants payment was suspended.

Under the regulations prescribed by the Department the Indian agent is also charged with the duty of selling and leasing lands of Creek Indians by blood and the leasing of the lands of Cherokee citizens by blood.

The act of Congress approved April 28, 1904 (33 Stat. L., 539), authorizes the Secretary of the Interior to make proper arrangements for the care and support of insane persons in the Indian Territory, and for that purpose \$25,000 is appropriated. This act further provides that insane Indians in the Indian Territory shall be cared for at the asylum at Canton, Lincoln County, S. Dak.

The Department has directed that in case it appears advisable and necessary that any insane Indian in the Indian Territory should be sent to Canton, S. Dak., for me to make investigation and report the result of such investigation to the Indian Office, which will grant authority, if deemed necessary, to take the Indian and to pay the necessary expenses incident to said trip.

The Department also directs that I have insane Indians examined by some reputable physician in order that I may be able to report on the nature and probable duration of the malady.

A copy of my report will be forwarded to the superintendent of the insane asylum at Canton.

In case of insane white persons in the Indian Territory the United States Indian inspector for the Indian Territory has been directed to make arrangements to care for the same at some private institution, and it is thought that he can enter into such an arrangement with the insane asylum at Norman, Okla., to care for an unlimited number of white persons.

More elaborate reference to these matters will be found in another part of this report.

#### RECEIPTS AND DISBURSEMENTS.

During the fiscal year ended June 30, 1904, the following sums of money have been received and disbursed by me:

##### RECEIPTS.

Received from Indian Office, account requisition	\$719,997.28
Royalties collected, account Choctaw and Chickasaw nations	668,671.80
Royalties collected, account Cherokee Nation	115,265.75
Royalties collected, Creek Nation	120,025.76
Cattle tax collected for Chickasaw Nation	23,225.53
Cattle tax collected for Choctaw Nation	5,361.75
Sale of town-site maps	511.15
Collected from sale of seized lumber, Choctaw and Chickasaw nations	1,469.04
Sale of public property	51.00
Individual Indian money	31,419.68
Amount paid in by agent to cover disallowances in his cash account	125.31
<b>Total</b>	<b>1,686,124.05</b>

##### DISBURSEMENTS.

Paid expenses in connection with town-site work in the Indian Territory	\$49,527.28
Paid salary of the Indian agent	2,500.00
Paid salaries of the Indian police	3,194.32
Paid tolls on official telegrams	160.73
Paid salaries of employees and incidental expenses incurred in connection with the management of the agency	17,570.92
Paid rent of offices and agent's residence	1,800.00
Paid Choctaw warrant	2,530.50
Paid salaries of employees and incidental expenses incurred in connection with the management of Choctaw schools	59,475.52
Paid Chickasaw warrants	21,269.97
Paid Cherokee national warrants	41,927.90
Paid Cherokee school warrants	108,910.34
Paid Cherokee orphan warrants	19,094.50
Paid Cherokee asylum warrants	4,149.79
Paid Creek warrants	124,083.26
Paid Creek indigents	3.00
Paid expenses Choctaw and Chickasaw citizenship court	2,123.98
Paid expenses in connection with removal of intruders	18,596.41
Paid expenses in connection with sale of lands	4,988.79
Paid per diem and mileage of witnesses in attendance before the Commission to the Five Civilized Tribes on behalf of Cherokee Nation, and incidental expenses of Cherokee citizenship commission	926.45
Paid expenses in connection with collection of Chickasaw cattle tax	8,463.32
Paid per capita to Chickasaw Indians and expenses incident thereto	35,455.97
Paid expenses in connection with collection of revenue Cherokee Nation	1,481.28
Paid expenses in connection with collection of revenue in Creek Nation	1,410.70
Paid expenses in connection with seizure and sale of confiscated timber	890.48
Paid salaries and expenses establishing roads on section lines	2,731.73
Paid loyal Creeks and freedmen	60,934.85

Paid to individuals refund royalties	\$1, 886. 37
Paid individual Indian royalties	5, 820. 35
Paid returned overpayment on town lots, Choctaw and Chickasaw	3. 25
Paid returned overpayment on town lots, Cherokee	7. 75
Paid exchange	626. 13
Deposited funds received on account of town-site maps	511. 15
Deposited funds on account of sale of Government property	51. 00
Deposited funds to cover disallowances to agent's cash accounts	125. 31
Deposited balance of fund account confiscated lumber and logs	578. 56
Deposited Chickasaw cattle tax	23, 206. 19
Deposited Choctaw cattle tax	5, 356. 55
Deposited royalties collected account Choctaw, Chickasaw, Cherokee, and Creek nations	903, 350. 72
Balance on hand, individual Indian moneys	32, 774. 07
Deposited unexpended balances	117, 624. 66
Total	1, 686, 124. 05

Herewith is a statement in reference to royalty collected for the Indian nations named below during the fiscal year ended June 30, 1904:

#### CHOCTAW AND CHICKASAW NATIONS.

Coal royalty	\$276, 311. 54
Asphalt royalty	1, 500. 06
Stone and gravel royalty	1, 857. 21
Tie and timber royalty	14, 413. 62
Sale of seized logs and lumber	15. 15
Payments on town lots	374, 574. 22
Total	668, 671. 80

#### CHOCTAW NATION.

Cattle tax	\$5, 361. 75
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#### CHICKASAW NATION.

Cattle tax	\$23, 225. 53
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#### CHEROKEE NATION.

Coal royalty	\$291. 36
Oil and gas royalty	1, 300. 00
Hay tax	1, 676. 81
Board of school-teachers and pupils	26, 395. 68
Ballast royalty	3, 646. 10
Merchandise tax	3. 32
Ferry tax	114. 00
Cattle tax	415. 50
Timber royalties	5, 119. 81
From C. M. McCulllan, by treasurer Cherokee Nation, to equalize allotments in Cherokee Strip	112. 00
Balance of freedman fund	15. 00
Estray agents	2, 607. 93
Payments on town lots	73, 568. 24
Total	115, 265. 75

#### CREEK NATION.

Coal royalty	\$904. 65
Pasture tax	11, 361. 85
Occupation tax	5. 00
Rent capitol building	1, 250. 00
Sale of ties	25. 00
Payments on town lots	106, 479. 26
Total	120, 025. 76

#### FINANCIAL—CHOCTAW AND CHICKASAW NATIONS.

#### RECEIPTS.

The regulations prescribed by the Secretary of the Interior under act of June 28, 1898 (30 Stat. L., 495), provide among other things that the Indian agent for the 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 a list of the coal and asphalt leases that have met with the approval of the Secretary of the Interior.

The supplemental agreement with the Choctaw and Chickasaw tribes of Indians, ratified by act of Congress approved July 1, 1902 (32 Stat. L., 641), made radical changes in respect to leases of the mineral lands reserved from allotment in said nations. In the supplemental agreement referred to it is pro-

vided that no leases of any coal or asphalt lands shall be made after its final ratification, which was duly done by the Indians September 25, 1902, 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 lands which at the time of the ratification of the agreement were covered by any then existing coal or asphalt leases, and that within six months said lands should be segregated and reserved from allotment, the total segregation not to exceed 500,000 acres.

This having been done, under date of June 17, 1904, the President approved a draft of rules and regulations governing the sale of unleased coal and asphalt lands in the Choctaw and Chickasaw nations. These regulations provide that such lands shall be sold from time to time upon sealed proposals, by tracts, as described in circulars, and that bids for such tracts of land shall be opened by the Commissioner of Indian Affairs at his office in Washington at 2 o'clock p. m. (Eastern time) on various dates, beginning Monday, October 3, 1904, and continuing up to Monday, August 7, 1905, and that notice of such sales be published for certain consecutive days in certain newspapers in the principal cities of the United States and towns in the Indian Territory.

The coal lands are to be sold, under the direction of the President, by a commission which shall be composed of three persons, who shall be appointed by the President, one upon the recommendation of the principal chief of the Choctaw Nation, who shall be a Choctaw Indian by blood, and one upon the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw Indian by blood, and under sealed bids to be deposited with the Commissioner of Indian Affairs, as heretofore stated.

As stated, the royalty on coal mined in the Choctaw and Chickasaw nations, under approved leases, is paid into this office at the rate of 8 cents per ton, including what is commonly called "slack." Asphalt royalty is paid at the rate of 10 cents per ton for crude asphalt and 60 cents per ton for refined asphalt, and royalty on rock and stone at the rate of 2 cents per cubic yard.

The amounts received from these sources during the fiscal year ended June 30, 1904, are as follows:

Coal royalty-----	\$276,311.54
Asphalt royalty-----	1,500.06
Rock and stone royalty-----	1,857.21
<b>Total-----</b>	<b>279,668.81</b>

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, the date of the passing of the Curtis Act, to June 30, 1904:

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
July 1, 1903, to June 30, 1904-----	279,668.81
<b>Total-----</b>	<b>1,237,225.21</b>

#### STONE AND GRAVEL ROYALTY.

During the fiscal year ended June 30, 1904, there was entered into with the Choctaw, Oklahoma and Gulf Railroad two leases, dated August 21, 1903, authorizing said road to remove from certain lands in the Choctaw and Chickasaw nations stone and gravel.

The total royalty received from this source, under the leases mentioned, during the past fiscal year, was \$1,857.21.

#### TIE AND TIMBER ROYALTY.

Under the 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. L., 660), as amended by the act of January 21, 1903 (Public—No. 32), during the fiscal year ended June 30, 1904, I have entered into no new contracts. The amount of royalty paid into this Office on account of timber removed from lands in the Choctaw and Chickasaw nations during the fiscal year ended June 30, 1904, was \$14,413.62.

All the timber contracts heretofore entered into have now expired.



Under date of May 25, 1904, the honorable Secretary of the Interior directed that I pay to allottees the royalty on all timber removed under acts referred to from the date of their certificate of selection issued by the Commission to the Five Civilized Tribes, and that the royalty on all timber removed from lands in the Choctaw and Chickasaw nations, under contracts, prior to the date of issuance of certificates of allotment, was to be considered as belonging to the Choctaw and Chickasaw nations.

#### SALE OF SEIZED LOGS AND LUMBER.

It will be noted that under the head of receipts I report that I have collected on account of the sale of seized logs and lumber for the Choctaw Nation \$1,469.04. In addition to this there was also collected on account of sale of lumber and logs \$15.15, making a total of \$1,484.19. The expenses incurred in connection with the seizure and sale of these logs amounted to \$890.48, and the difference of \$593.71 has been deposited to the credit of the Choctaw and Chickasaw nations with the Treasurer of the United States.

It would appear from the above that the expense incident to the seizure of logs and lumber was out of proportion to the amount received for the same when sold. In explanation of this I would state that in many instances logs and lumber were seized upon complaint being made, and I would find after such seizure and previous to the sale that certificates of allotment had been issued covering the lands from which said logs or lumber had been removed. I would then have to release it, as the Department has ruled that if an Indian citizen has received his certificate of allotment he may dispose of the timber thereon.

In other instances, after having been put to the expense of seizing logs and lumber, it was replevined out of my hands.

#### 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 patents convey all the right and title of the nation in and to said lots where towns are not situated in the so-called "segregated coal lands." Where the town, or part thereof, is situated in the so-called "segregated coal lands," the patent conveys all the right and title of the nation thereto, except as to coal and asphaltum deposits thereunder, which will later be sold at public auction.

The total amount received on account of payments on town lots in the Choctaw and Chickasaw nations during the fiscal year ended June 30, 1904, was \$374,574.22.

Further information on this subject will be found elsewhere in this report, under the title "Town lots."

#### 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, 1904, there was collected on account Chickasaw cattle tax the sum of \$23,225.53.

#### CHOCTAW CATTLE TAX.

Under date of April 6, 1904, the honorable Secretary of the Interior approved regulations governing the introduction or holding of cattle in the Choctaw Nation, Indian Territory, upon the basis of an act of the Choctaw council approved by the President March 12, 1904, which provides that there shall be paid upon cattle of whatever kind, owned or held by noncitizens in the Choctaw Na-

tion, Indian Territory, a privilege tax of 20 cents per head, to be collected under rules and regulations prescribed by the Secretary of the Interior, the expenses of collecting such tax to be deducted from the gross collection, and such tax to be paid to the United States Indian agent, Union Agency, Ind. T.

It will be noted that these regulations were approved April 6, 1904, and immediately after their receipt deputy revenue inspectors were appointed to see that this tax was remitted.

During the period from the date of approval of the regulations to June 30, 1904, there was collected, account of Choctaw cattle tax, the sum of \$5,361.75.

#### DISBURSEMENTS.

##### CHICKASAW PER CAPITA PAYMENT.

Section 72 of the act of Congress approved July 1, 1902, provides that there shall be paid to each citizen of the Chickasaw Nation, immediately after the approval of his enrollment and his right to participation in the distribution of tribal property, the sum of \$40.

During the fiscal year ended June 30, 1903, I paid to such Chickasaw Indians, whose enrollment had been approved by the Secretary of the Interior, the sum of \$155,680. During the year ended June 30, 1904, payment was continued—that is, as soon as an Indian's enrollment was approved he was immediately paid \$40.

The amount disbursed during the year last referred to was \$33,920, payment having been made to 840 persons.

The expense incident to making this payment amounted to \$1,535.97, making a total of \$35,455.97.

##### 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. L., 1099), there was paid during the past fiscal year Choctaw warrants aggregating \$30.50. The act of Congress approved April 28, 1904 (Private—1665), directed the payment of two Choctaw warrants for \$1,250 each, the property of James M. Shackelford, out of the Choctaw general fund, which was done.

#### 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. In the same manner incidental expenses incurred in the management of such schools are also paid through this office.

The total amount paid out during the past fiscal year for these purposes was \$59,475.52.

##### CHICKASAW SCHOOL FUND WARRANT PAYMENT.

During the fiscal year ended June 30, 1904, there was disbursed in payment of Chickasaw school fund warrants:

Under advertisement of November 12, 1903----- \$21, 269. 97

This advertisement stated that I would pay all Chickasaw school fund warrants issued, up to and including No. 732, dated March 5, 1902.

##### EXPENSE IN CONNECTION WITH THE COLLECTION OF CHICKASAW CATTLE TAX.

During the fiscal year just ended there was paid in connection with the collection of the Chickasaw cattle tax—that is, part payment of the salary of the revenue inspector, the salary of the deputies, per diem to policemen, etc.—the sum of \$8,463.32.

##### EXPENSE IN CONNECTION WITH THE COLLECTION OF CHOCTAW CATTLE TAX.

The expense of the collection of this tax, up to June 30, 1904, is not definitely known at this time, as the revenue inspector and his deputies have not yet submitted statements of their expenses.

## OVERPAYMENT ON TOWN LOTS—CHOCTAW AND CHICKASAW NATIONS.

It is found that the American Investment Company has made an excess payment on account town lots, which amount was refunded them in the sum of \$3.25.

## FINANCIAL—CHEROKEE NATION.

## RECEIPTS.

Under the provisions of the act of Congress of June 28, 1898 (30 Stat. L., 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 July 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
From July 1, 1903, to June 30, 1904	115, 265. 75
Total	233, 091. 57

## 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."

During the past fiscal year there was collected from this source for the benefit of the Cherokee Nation \$291.36.

This royalty must not be confounded with the individual coal and oil royalties paid into this office, mined under leases approved by the Secretary of the Interior under the regulations of May 4, 1903, governing the leasing of lands in the Cherokee Nation.

These regulations were amended October 1, 1903, by requiring that—

Hereafter no rents, royalties, or payments accruing under any lease which has been approved by the Secretary of the Interior, or which requires his approval, shall be paid direct to the lessor, but all payments to be made under any lease shall, at the time and in the amounts specified in such instrument, be deposited with the United States Indian agent at Union Agency, to be turned over to the lessor or his representatives.

I will give the amount of royalty paid in under this amendment to the regulations further on in this report.

## OIL AND GAS ROYALTY.

The honorable Secretary of the Interior entered into twelve oil and gas leases with the Cherokee Oil and Gas Company under date of June 7, 1902, and a lease of a similar nature with the Cudahy Oil Company under date of August 7, 1902. These companies are required to pay advanced royalty on said leases at a rate of \$100 per annum on each of their leases.

Total received from this source, \$1,300.

## HAY TAX.

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 shipped during the fiscal year just ended was \$1,676.81.

Recently the President of the United States approved an act of the Cherokee council abolishing this tax.

## BOARD OF TEACHERS AND PUPILS AT THE CHEROKEE NATIONAL SCHOOLS.

All teachers and employees at the various educational institutions of the Cherokee Nation, including the male and female seminaries, the orphan asylum,

and the colored high schools, and the pupils of all of said institutions except the orphan asylum, are required to pay their board while in attendance at said institutions.

The amount received from this source during the past fiscal year was \$26,395.68.

#### BALLAST ROYALTY.

Under a contract entered into with the honorable Secretary of the Interior September 28, 1898, the Kansas and Arkansas Valley Railway Company remove gravel from the bars and beds of the Grand River, Cherokee Nation, Indian Territory.

This company has secured a similar contract from the Secretary of the Interior to remove gravel from the bars and beds of the Arkansas River near Webbers Falls.

The amount paid in by this company for gravel removed, at the rate of 2 cents per cubic yard, measured when loaded on the cars of said company, was \$3,401.60.

The St. Louis and San Francisco Railway Company had a similar contract from the Secretary of the Interior to remove gravel from certain lands in the Cherokee Nation for ballast purposes. The amount received for this purpose from this company was \$244.50.

Grand total from above sources, \$3,646.10.

#### 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 legality of the collection of this tax is now being considered by the courts.

There was collected, however, from this source during the last fiscal year \$3.32.

#### 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, Verdigris, and Neosho rivers.

The total amount received from this source during the fiscal year ended June 30, 1904, aggregated \$114.

#### CATTLE TAX.

July 3, 1903, the honorable Acting Secretary of the Interior approved regulations governing the grazing of cattle upon the public domain of the Cherokee Nation.

Section 72 of the act of July 1, 1902 (32 Stat. L., 716), provides for an introductory tax of \$1 per head and a tax of 15 cents per acre where cattle are grazed on unselected land.

Under the law and regulations referred to there was collected for the benefit of the Cherokee Nation during the fiscal year just ended the sum of \$415.50.

#### TIMBER ROYALTY.

Under the 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. L., 660), as amended by the act of January 21, 1903 (Public—No. 32), there was paid into this office during the fiscal year ended June 30, 1904, the sum of \$5,119.81.

#### FROM THE TREASURER OF THE CHEROKEE NATION.

Recently the treasurer of the Cherokee Nation forwarded to this office a draft for \$112, which he advised had been sent to him by C. M. McCullan, a citizen of the Cherokee Nation, to equalize allotments in the so-called "Cherokee Strip."

The treasurer has also forwarded to this office another draft for \$15, which he stated was the "balance of the freedman fund."

## FROM ESTRAY AGENTS.

The 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, through the treasurer of said Nation, remitted to this office as the net proceeds of the sales of estray property during the fiscal year ended June 30, 1904, the sum of \$2,607.93.

## PAYMENTS ON TOWN LOTS.

Payments on town lots in the Cherokee Nation, as provided by act of July 1, 1902 (32 Stat. L., 641), during the fiscal year ended June 30, 1904, amounted to \$73,568.24.

## DISBURSEMENTS.

## PAYMENT OF CHEROKEE WARRANTS.

The act of Congress approved July 1, 1902, ratifying and confirming an agreement with the Cherokee tribe of Indians, provides among other things that the Secretary of the Interior shall cause to be paid all just indebtedness of said tribe.

During the fiscal year ended June 30, 1903, I practically paid the outstanding indebtedness of the Cherokee Nation. No Cherokee warrant issued after October 1, 1903, draws interest, and none are permitted to be circulated.

Any service rendered by any person for the Cherokee Nation is paid by a warrant drawn by the principal chief, which is sent direct by said principal chief to this office for payment.

During the fiscal year ended June 30, 1904, I have paid and retired Cherokee fund warrants, as follows:

Cherokee national warrants-----	\$41,927.90
Cherokee school warrants-----	108,910.34
Cherokee orphan warrants-----	19,094.50
Cherokee asylum warrants-----	4,149.79
Total-----	174,082.53

## 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. By direction of the Department 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, 1904, the sum of \$926.45.

## PAYMENT OF EXPENSE INCURRED IN CONNECTION WITH COLLECTION OF REVENUE DUE THE CHEROKEE NATION.

A portion of the revenue inspector's salary and the salary of his clerk and such policemen as perform services in connection with the collection of the Cherokee tribal tax is paid from said tax.

The total expense incurred in connection with the collection of the tribal revenue of the Cherokee Nation during the fiscal year was \$1,481.28.

## OVERPAYMENT ON ACCOUNT OF TOWN LOT.

Mr. Isaac Martin made an overpayment on account of a town lot in the sum of \$7.75, which was returned to him.



## FINANCIAL—CREEK NATION.

## RECEIPTS.

The act of June 28, 1898 (30 Stat. L., 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 the 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
From July 1, 1903, to June 30, 1904-----	120,025.76
<b>Total-----</b>	<b>517,411.67</b>

## COAL ROYALTY.

The royalty on coal mined in the Creek Nation is 8 cents per ton on mine-run coal, including what is commonly called "slack."

During the fiscal year ended June 30, 1904, there was mined such an amount of coal in the Creek Nation that the royalty thereon at the rate stated amounted to \$904.65.

The royalty referred to is on coal mined under permits granted by the Department, and is not to be confounded with the royalty on coal mined under leases entered into by Indians, and which have met with the approval of the Secretary of the Interior. The royalty on all coal mined under approved leases is paid into this office and in turn paid to the lessor. The amount received from this source will be referred to later in this report.

## PASTURE TAX.

Section 37 of the Creek agreement (31 Stat. L., 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 act of Congress referred to, during the fiscal year ended June 30, 1904, there was collected on account of rent of unselected lands in the Creek Nation used by noncitizens for grazing purposes the sum of \$11,361.85.

## OCCUPATION TAX.

Under date of November 22, 1900, the President approved a law of the Creek Nation which provides the right of taxation on all noncitizens residing and doing business therein. The legality of this law is now being tested in the courts, and by direction of the Department, pending the settlement of this question, no action is taken looking to the collection of any revenue thereunder.

During the past fiscal year there was collected under this Creek permit law from noncitizens the sum of \$5.

## RENT OF CAPITOL BUILDING.

The Department of Justice rented the Creek capitol building at Okmulgee, Ind. T., for court-house purposes, offices of marshal, clerk, commissioner, etc., at a rental of \$1,000 per annum.

There has been received from this source during the fiscal year ended June 30, 1904, and placed to the credit of the Creek Nation the sum of \$1,250.

## SALE OF TIES.

Section 38 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), provides that Creek citizens may dispose of any timber on their allotment after they have selected the same.

During the past fiscal year certain noncitizens cut a lot of ties from the public domain of the Creek Nation. My attention having been invited to the matter, I seized said ties and afterwards sold them for the benefit of the Creek Nation, realizing therefrom the sum of \$25.

#### PAYMENTS ON TOWN LOTS.

Payments on town lots in the Creek Nation set apart for town-site purposes are made to this office.

During the fiscal year ended June 30, 1904, there was received from this source \$106,479.26.

More elaborate reference to town lots in the Creek Nation will be found in another part of this report.

#### DISBURSEMENTS.

##### CREEK WARRANTS.

During the fiscal year ended June 30, 1904; the following sums of money were disbursed in payment of Creek warrants:

Under advertisement of July 22, 1903	\$63,946.95
Under advertisement of January 27, 1904	60,136.31
Total	124,083.26

It is proper to remark that before any Creek warrant is paid it is audited by the auditor of the Creek Nation. School-fund warrants are approved by the school supervisor and general-fund warrants are approved by the United States Indian agent.

All Creek warrants are drawn by the principal chief of the Creek Nation.

##### CREEK INDIGENTS.

Under the provisions of the act of the national council of the Muskogee Nation of November 5, 1900, there was paid to Creek indigents during the fiscal year ended June 30, 1904, the sum of \$3.

#### COLLECTION OF TRIBAL REVENUE.

A portion of the salary of the revenue inspector and his clerk and the salaries of persons irregularly employed as district revenue inspectors are paid from the Creek tribal fund collected by this office.

The total sum disbursed in this connection during the past fiscal year was \$1,410.70.

##### LOYAL CREEK PAYMENT.

The act of March 3, 1903 (32 Stat. L., 994), appropriated \$600,000 as a full and complete settlement of all claims against the United States by loyal Creek Indians and freedmen for property taken or destroyed during the civil war, less \$60,000 to be paid to S. W. Peel, an attorney, and \$30,000 to David M. Hodge, a Creek Indian—total, \$90,000.

This appropriation was made providing it was accepted by the loyal Creek Indians and freedmen, which was duly done by act of council on May 3, 1903. The act of Congress fixes the Hazen and Field list of awards as the basis of the roll on which payment was to be made.

Commissioners Hazen and Field shortly after the civil war submitted a list of awards for property taken and destroyed during the civil war from loyal Creek Indians and freedmen. The total amount of their award was \$1,836,830.40. On a basis of \$510,000, this only permitted a payment of 27.765 per cent of the original claim.

The Department directed United States Indian Inspector James McLaughlin to enroll the so-called "loyal Creeks and freedmen" and their descendants, under the Creek law of descent and distribution, with a view of paying them \$510,000. The inspector, under these instructions, prepared his rolls and submitted them to the Department for approval, which was duly done, and I was directed to prepare pay rolls on a basis of Inspector McLaughlin's roll for the distribution of this money.

This having been done, I announced that I would begin the payment to the loyal Creek Indians at Eufaula on May 16, 1904, and actually paid out to said

loyal Creek Indians and freedmen and their descendants, at Eufaula, the sum of \$60,934.85.

Some question in reference to this payment having been submitted by me to the Comptroller of the Treasury for his opinion thereon, he decided that the shares of loyal Creek Indians and freedmen deceased should be distributed where said persons died prior to January 1, 1898, according to the Creek law of descent and distribution, and the shares of such persons as died after that date should be distributed under the Arkansas law of descent and distribution, as set out in Mansfield's Digest (Chap. 49).

This decision having been forwarded to me, I at once discontinued the payment, and, acting under directions from the Department, have made a new roll of loyal Creek Indians and freedmen, having in view the instructions referred to.

It is confidently expected that this new pay roll will have been completed by September 15, 1904, and that payment will be immediately resumed.

#### FINANCIAL—MISCELLANEOUS.

##### DISBURSEMENTS.

##### PAYMENT OF EXPENSES INCURRED IN CONNECTION WITH SURVEYING AND PLATTING OF TOWN SITES IN THE INDIAN TERRITORY.

During the fiscal year ended June 30, 1904, there was disbursed in connection with surveying and platting of town sites in the Indian Territory \$49,527.28.

##### SUNDRY AND MISCELLANEOUS EXPENSES.

In paying the salaries of the Indian agent, Indian police, tolls on official telegrams, salaries of employees, incidental expenses incurred in connection with the management of the agency, and rent of offices and agent's residence there was disbursed during the fiscal year ended June 30, 1904, \$25,225.97.

##### SALE OF TOWN-SITE MAPS.

The Department has placed on file in this office, for sale, photolithographic plats of certain town-sites in the Indian Territory.

The total sum received from this source during the fiscal year ended June 30, 1904, was \$511.15.

##### PAYMENT OF INCIDENTAL EXPENSES—CHOCTAW-CHICKASAW CITIZENSHIP COURT.

The act of Congress approved July 1, 1902 (Public—No. 228), ratifying and confirming the 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 said act. Such expenses are paid by this Office when approved by the Secretary of the Interior.

During the fiscal year ended June 30, 1904, there was disbursed, in payment of expenses of said court, \$2,123.98.

##### PAYMENT OF EXPENSE INCURRED IN CONNECTION WITH REMOVAL OF INTRUDERS AND PLACING ALLOTTEES IN POSSESSION OF THEIR ALLOTMENTS.

In the various agreements made by several of the Indian tribes in the Indian Territory, which have afterwards been ratified by acts of Congress, provision is made requiring the United States Indian agent to place allottees in possession of their allotments and remove therefrom objectionable persons.

During the fiscal year ended June 30, 1904, there was disbursed in this connection the sum of \$18,596.41.

Further reference to this subject will be found elsewhere in this report, under the heading "Placing allottees in possession of their allotments."

##### SALE AND LEASING OF CREEK LANDS AND LEASING OF CHEROKEE LANDS.

During the fiscal year just ended there was disbursed in payment of expenses incurred in connection with the sale and leasing of Creek lands, and the leasing of Cherokee lands, under the act of Congress approved June 30, 1902 (32

Stat. L., 500), and the act of Congress approved July 1, 1902 (32 Stat. L., 716), the sum of \$4,988.79.

Further reference to this matter will be found elsewhere in this report under the headings "Sale of Creek land" and "Leasing of Creek and Cherokee lands."

EXPENSE INCURRED IN CONNECTION WITH THE ESTABLISHMENT OF ROADS IN THE CREEK AND CHEROKEE NATIONS.

The act of Congress approved June 30, 1902 (32 Stat. L., 500), and the act of Congress approved July 1, 1902 (32 Stat. L., 716), provide that roads in the Creek and Cherokee nations shall be established on section lines, without any compensation being paid therefor, if practicable, and elsewhere if deemed necessary, compensation to be allowed allottees where roads are established elsewhere than along section lines.

The total expense incurred in this connection during the fiscal year ended June 30, 1904, was \$2,731.73, which was paid from tribal funds.

Further reference to this matter will be found elsewhere in this report, under the title "Roads in the Creek and Cherokee Nations."

SALE OF GOVERNMENT PROPERTY.

Acting under directions from the Department, I sold a horse and cart which had formerly been used by the Choctaw town-site commission, at public auction, and the proceeds of such sale, amounting to \$51, have been deposited in the Treasury, under the heading "Miscellaneous receipts, class 4, sale of public property."

DEPOSIT ON ACCOUNT AMOUNT RECEIVED FROM SALE OF SEIZED LOGS AND LUMBER.

Elsewhere in this report I have stated that there was received on account of sale of seized logs and lumber the sum of \$1,484.19, and that the expense incident to such seizure and sale was \$890.48. Fifteen dollars and fifteen cents of this amount is reported as having been deposited to the credit of the Choctaw and Chickasaw nations, and the balance, \$578.56, has also been deposited to the credit of said Choctaw and Chickasaw nations, but as an independent item.

DEPOSIT OF CHICKASAW CATTLE TAX.

I have heretofore in this report referred to the fact that there was collected during the fiscal year ended June 30, 1904, Chickasaw cattle tax in the sum of \$23,255.53, which amount, less exchange of \$19.34, viz, \$23,206.19, has been deposited to the credit of the Treasurer of the United States for the benefit of the Chickasaw Nation.

DEPOSIT TO COVER DISALLOWANCES.

There was disallowed, in the course of examination of my cash accounts, items aggregating \$125.31, which amount I have deposited to cover the same.

DEPOSIT OF ROYALTIES.

It will be noted at the opening of this annual report it is stated that royalty received for the various Indian nations named below during the fiscal year ended June 30, 1904, was as follows:

Choctaw and Chickasaw nations.....	\$668, 671. 80
Cherokee Nation.....	115, 265. 75
Creek Nation.....	120, 025. 76
Total.....	903, 963. 31

Of this amount I report having deposited only \$903,350.72. The difference of \$612.59 is accounted for as follows:

Exchange .....	\$601. 59
Refund account town lots.....	11. 00
Total.....	612. 59

## RECEIPT AND DEPOSIT OF INDIVIDUAL INDIAN MONEYS.

I have heretofore referred to the amendment to the regulations of May 4, 1903, governing the leasing of lands in the Cherokee Nation, and to the amendment to the regulations of July 10, 1903, governing the sale and leasing of lands in the Creek Nation, which provide that no rents, royalties, or payments accruing under any lease which has been approved by the Secretary of the Interior, or which requires his approval, shall be paid direct to the lessor, but any payment to be made under any lease shall, at the times and in the amounts specified in such instrument, be deposited with the United States Indian agent, Union Agency, Ind. T., to be turned over to the lessor.

Prior to the reception of the amendment to the regulations referred to, this office had for several years been collecting royalty on coal mined in the Creek and Cherokee nations, and had deposited the same in the Treasury for the benefit of said nations.

As soon as an allottee receives title to his allotment, then the royalty which has been paid into this office for the past two or three years, if on coal taken from his allotment, is paid over to him, the Department returning it to me upon my requisition for that purpose.

During the fiscal year ended June 30, 1904, the Department has returned to be paid to allottees \$7,174.74.

Under the amended regulations of October 1, 1903, herein referred to, there has been collected by me under approved leases \$31,419.68, making a total of \$38,594.42. I have paid out of this amount to individuals entitled thereto \$5,820.35, leaving a balance on hand of \$32,774.07.

The \$31,419.68 individual Indian money was received from the nations mentioned and the sources given, as follows:

## CREEK NATION.

Coal royalty -----	\$4, 582. 91
Oil royalty -----	1, 150. 83
Damages incident to construction of pipe line-----	38. 45
Total-----	5, 772. 19

## CHEROKEE NATION.

Coal royalty -----	\$3, 101. 09
Oil royalty -----	22, 546. 40
Total-----	25, 647. 49

The \$38.45 referred to as having been paid into this office on account of damages done incident to the construction of a pipe line was received from Messrs. Guffey & Gailey, and was the amount allowed individual Creek Indians for damages done to growing crops on lands through which the pipe line was constructed.

## PAID INDIVIDUAL INDIAN ROYALTIES.

Several years ago, acting under instructions from the Department, this office collected royalty on stone removed from certain lands in the Choctaw and Chickasaw nations by B. Lantry & Sons, amounting to \$639.50. The Choctaw and Chickasaw nations also collected this royalty from Messrs. B. Lantry & Sons, and the Department having been apprised of that fact directed me to return it to the gentlemen mentioned, which was done.

Moty Tiger, a Creek Indian, rented certain lands for pasture purposes, paying therefor at the rate of 15 cents per acre. He paid this tax into this office twice through error, and the Department directed that I return one payment to him, which I did, in the sum of \$312.

Dempsey Skiff and Chief Harrison, respectively, are Creek Indians, and lease their lands to coal operators. The royalty on coal mined under such leases amounted to \$220 and \$714.87, respectively. The allottees having secured patents to their lands the Department directed that I pay this royalty over to them, which was done.

It will be noted from the above that the total moneys disbursed for the purposes referred to was, as stated in the beginning of this report, \$1,886.37.



## DEPOSIT OF UNEXPENDED BALANCES.

During the fiscal year ended June 30, 1904, at various times and when there was no longer any need therefor, the unexpended balances of various funds were by me returned to the Treasury.

The total amount thus deposited during the last fiscal year was \$117,624.66.

## PLACING ALLOTTEES IN POSSESSION OF THEIR ALLOTMENTS.

## CREEK NATION.

Allottees are placed in possession of their allotments in accordance with section 19 of the act of Congress approved June 30, 1902 (32 Stat. L., 500) :

SEC. 19. 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 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.

## CHOCTAW AND CHICKASAW NATIONS.

Allottees are placed in possession of their allotments in accordance with section 23 of the act of Congress approved July 1, 1902 (32 Stat. L., 641) :

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 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.

Allottees are placed in possession of their allotments in accordance with section 21 of the act of Congress approved July 1, 1902 (32 Stat. L., 716).

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.

Under these laws allotment certificates issued by the Commission to the Five Civilized Tribes are made conclusive evidence of the right of an allottee in the Creek, Cherokee, Choctaw, and Chickasaw nations to the tract of land therein described, and the United States Indian agent for the Union Agency is, by the same law, authorized and directed upon application to place the allottee in possession of his allotment and remove therefrom all persons objectionable to him in the Cherokee, Choctaw, and Chickasaw nations. The acts of the Indian agent in so doing can not be controlled by the writ or process of any court.

The allotment of lands in the Creek Nation is almost complete, and in the Cherokee, Choctaw, and Chickasaw nations considerable work has been done in the past fiscal year, although in the Cherokee Nation the land office was closed for a period of six months pending the settlement of the Delaware-Cherokee question.

Whenever an allottee makes a written complaint against any person or persons for being in unlawful possession of his allotment, and asks to have such possession restored to him, a notice is issued by this office and served upon the alleged intruder in which he is allowed ten days to show by what authority he is in possession of the allotment of the complainant. Upon receipt of his answer the case is set for hearing, at which time witnesses are examined under oath and a decision rendered. From this decision an appeal lies to the Secretary of the Interior.

In many instances it has been necessary to direct the Indian police to forcibly eject intruders, although in some cases the intruders vacate upon notice from this office. An important feature of the work is the adjustment of the differences between the allottee and the alleged intruder which never reached the dignity of a written complaint. The parties are summoned to this office, the matter carefully investigated, and proper orders made, which in nearly every

case are promptly complied with. Thousands of cases of this description have been adjusted during the past fiscal year.

A great many complaints are now being filed in the Cherokee, Choctaw, and Chickasaw nations, as, by reason of the fact that certificates of allotment are now being rapidly issued to the allottees of these nations by the Commission to the Five Civilized Tribes, it is now possible to take cognizance of these complaints where no relief could be afforded before the certificates were issued.

A complete docket is kept for each nation showing the name of the allottee and the intruder, the date of filing the complaint, the date notice was issued, and also the date upon which service was had upon the alleged intruder, together with final action taken in each case.

Many of these cases are hotly contested, attorneys appearing on both sides, submitting voluminous testimony and oftentimes novel points of law. The testimony offered is carefully considered and reexamined before a decision is rendered.

The following is a comparative statement showing the work of the fiscal year ended June 30, 1904, as compared with that of the preceding year:

*Complaints against intruders.*

Nation.	Pending—		Filed during year ended—		Disposed of during year ended—	
	July 1, 1903.	July 1, 1904.	June 30, 1903.	June 30, 1904.	June 30, 1903.	June 30, 1904.
Creek.....	183	122	641	442	458	503
Cherokee <sup>a</sup> .....	18	55	19	97	1	60
Choctaw <sup>b</sup> .....		92		129		37
Chickasaw <sup>b</sup> .....		126		202		76
Total.....	201	395	660	870	459	676

<sup>a</sup> Contests were pending in 8 of these 18 cases.

<sup>b</sup> No allotment certificates were issued to members of these nations up to July 1, 1903, and this office was without jurisdiction to furnish relief against intruders.

In the effort of this office to place allottees in possession of their allotments, some interesting points have been litigated during the year.

On August 7, 1903, a bill was filed in the Federal court to enjoin the United States Indian agent at Muscogee from placing T. A. Barnett, guardian of Sallie Hodge, in possession of part of her allotment in the Creek Nation, the important question in the case being whether or not a natural guardian could lease the lands of his ward without the consent and approval of the Federal court.

Judge Raymond, in deciding the case, used the following language:

I do not think that Congress ever intended that parents in the Creek Nation, who are designated as natural guardians, should have the right, without regard to the rights or interests of their minor children, to rent their allotments without the discretion of the court, and take the proceeds and convert it to their own use. If such construction is sought to be placed upon the act of Congress then there are many minors in the Creek Nation to-day who have 160 acres of good tillable land who will receive when they become of age not a single dollar from the earnings of their property. It seems to me that when the allotment is made to the minor he is not only entitled to the land, but to the carefully guarded income from that land from the time of the allotment until he arrives at his majority. I can not imagine a case that can arise which will more forcibly illustrate the necessity of requiring guardians to present leases for approval here in the Creek Nation than the case under consideration. Plaintiff in its bill avers that the defendants are insolvent to-day, and that a judgment can not be recovered against them. Notwithstanding the fact that ever since the day that this splendid estate was turned over to the possession of the natural guardian she has received the income upon it, yet to-day she is unable by reason of her insolvency not only to carry out her own contracts, but to pay into court the money which the land of her minor child has earned for the minor, and not for the mother and step-father. \* \* \* The application for an injunction is denied. Demurrer to the petition is sustained. The petition is dismissed for want of equity.

The decree in this case was affirmed by the United States court of appeals for the Indian Territory.

On November 18, 1903, I had the honor to submit the entire question to the Indian Office on the complaint of Phillis Carlina asking for the possession of the allotment of her minor child from a lessee in possession, against whose occupancy nothing could be urged except the fact that the lease under which he held had not been executed by a guardian appointed by the district court, and under

the order and direction of such court at this time I went into the matter thoroughly, and showed how, under the system then in vogue, the natural guardians of children, without intending to be dishonest, oftentimes lease the allotments of their wards several times over and to different persons.

Attention was also called to the fact that where natural guardians had once been placed in possession of the allotments of their wards, such allotments were again improvidently leased and the aid of this office again invoked to oust such new lessees from possession, and concluded my report with the following language:

I therefore recommend that I be directed to advise parents who have rented the lands of their minor children and now seek, through this office, to repossess themselves of the allotments, that before action is taken upon their complaints that they proceed to have a guardian appointed, in accordance with the opinion of the court.

This would permanently fix the status of these people, and I am sure they will endeavor to conform to the requirements good-naturedly and thus prevent the leasing by parents of the lands of their minor children illegally.

On February 6, 1904, the Acting Commissioner of Indian Affairs, in an exhaustive discussion of the question, submitted the matter to the Secretary of the Interior with the recommendation that the suggestions above quoted be adopted.

On February 12, 1904, the Acting Secretary of the Interior, in passing upon the matter, used the following language:

The Acting Commissioner of Indian Affairs forwarded said report and inclosures on February 6, 1904, and has considered in full the obligations of the Department relative to the placing of said parties in possession, under the circumstances set out in the agent's letter, and recommends that the Department advise the agent, through you, that he should require a guardian to be appointed for all minors before entertaining any complaint the object of which is to place minors again in possession of allotments leased by their parents without legal authority therefor.

The Department concurs in the conclusion of the Acting Commissioner. \* \* \*

Since allotment certificates have begun to be issued in the Choctaw and Chickasaw nations the numerous complaints have made it practically necessary to establish a traveling court for the purpose of hearing applications for possession of allotments at the larger towns of such nations, for the reason that the benefits of this legislation and the section of the statute quoted at the beginning of this part of the report would be absolutely denied to a large majority of those entitled thereto and needing the benefits thereof if they were compelled to come to the agency to have their matters heard, for the reason that those citizens requiring these services are nearly always poor and financially unable to undertake the expense of a trip of from 75 to 200 miles to have their cases heard. Citizens with the necessary financial means to make such a trip very seldom require the aid of the agent to place them in possession.

In order to prepare a case for hearing a voluminous correspondence has been found necessary in almost every case, as the data originally offered by any complainant are seldom of any value, and in every case it is necessary to obtain a statement from the Commission to the Five Civilized Tribes as to whether the complainant has allotted the land, whether certificates of allotment have been issued, and, where deeds have not been delivered, whether any contest is pending. Oftentimes, in addition to the correspondence entailed by these requirements, it is necessary to make a personal investigation of the condition of the allotment, all of which takes time, and where investigations are made withdraws from other participation in the business of the agency the person who is sent to make the investigation. The business of this branch of the work is increasing in volume every day.

A fruitful source of trouble in this connection has been the timber thieves, and in putting them out of business much time and labor have been consumed, and the work is not yet completed.

A very large number of applications have been made to the Federal courts in the western, central, and southern districts to enjoin the United States Indian agent from placing the allottees in possession of their allotments. These applications have been almost universally denied.

A question is now pending in the Federal court for the western district, before Hon. C. W. Raymond, judge, as to whether or not the cutting of hay on an allotment can be considered as cultivating the same for agricultural purposes. This question arises in a case where an agricultural lease was made, and the lessee has put none of the land in cultivation, but has cut hay therefrom each year.

There is also now pending in the same court the question of whether a lease, dated, for example, in August, 1902, to terminate December 31, 1907, under

which possession was in some cases given before December 31, 1902, and in some cases not until that date, is or is not a lease for more than five years.

### TOWN LOTS.

#### IMPROVED.

Town lots, with improvements thereon, in the Choctaw, Chickasaw, Creek, and Cherokee nations are sold under the provisions of the act of June 28, 1898 (30 Stat. L., 495), the act of March 1, 1901. (31 Stat. L., 861), and the act of July 1, 1902 (32 Stat. L., 641).

The town-site commission appraises such lots, and notice is served upon the owner of the improvements thereon.

The owner of such improvements may then buy the lots at their appraised value, without reference to the value of the improvements thereon, and must make the first payment in the Choctaw and Chickasaw nations within sixty days from the service of notice of appraisal, the balance to be paid in three equal annual installments. In the Creek and Cherokee nations, 10 per cent of the purchase price must be paid within sixty days after notice of appraisal has been served and 15 per cent within four months thereafter, the balance to be paid in three equal annual installments.

#### UNIMPROVED.

Under the provisions of the acts above referred to, unimproved town lots in the different nations are sold at public auction to the highest bidder by the respective town-site commissions.

In the Choctaw and Chickasaw nations the purchaser must pay one-fourth of purchase price at the time of purchase and the balance in three equal annual installments.

In the Creek Nation the purchaser buys unimproved lots on the same terms as those which are improved.

In the Cherokee Nation purchasers of unimproved lots pay 25 per cent of the purchase price at the time of sale, 25 per cent within four months thereafter, and the remainder in two equal annual installments.

#### GENERALLY.

One hundred and sixty-three towns are now making payments to this office on improved town lots in accordance with the above provisions of law.

The number of such towns, by nations, are as follows:

Creek .....	25
Choctaw .....	76
Chickasaw .....	48
Cherokee .....	14
<b>Total .....</b>	<b>163</b>

Remittances are being received daily from these towns, and precautions are taken to see that the person tendering the remittance is the proper person to make the payment. Receipts are issued from this office evidencing such payments as promptly after remittances are received as the same can be properly entered on the record.

Any purchaser of improved or unimproved lots in any nation may pay the full purchase price at any time and receive patent therefor.

The following is a comparative table showing the amount of money received by this office from the sale of town lots in the several nations during the fiscal years ended June 30, 1903, and June 30, 1904:

Nation.	Year ended June 30—	
	1903.	1904.
Choctaw and Chickasaw .....	\$337,427.21	\$374,574.22
Cherokee .....	21,286.40	73,568.24
Creek .....	211,410.22	106,479.26
<b>Total .....</b>	<b>570,123.83</b>	<b>554,621.72</b>

During the last half of the fiscal year ended June 30, 1904, 72 towns are making their first payments and new towns are being added daily.

The last payments will be made and completed before the ending of the next fiscal year in the following towns: Atoka, Caddo, Calvin, Colbert, Cumberland, Emet, Guertie, Kiowa, Lebanon, McAlester, Muskogee, Poteau, Red Oak, Silo, South McAlester, Sterrett, Talahina, and Wagoner.

#### TOWN LOT PATENTS.

##### CHOCTAW AND CHICKASAW NATIONS.

During the fiscal year ended June 30, 1904, 3,947 patents were issued to town lots in the Choctaw and Chickasaw nations under the provisions of the act of Congress approved June 28, 1898 (30 Stat. L., 495).

These patents were issued under the joint hands of the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, and conveyed title to said lots save and except as to the coal and asphalt underlying the same in towns within the segregated coal and asphalt district.

These patents are prepared in this office and forwarded to the executives above named, to be dated, signed, and impressed with the great seals of the nations. When they are returned to this office, properly executed, the date of execution is duly recorded in the town-site record book opposite each particular lot conveyed. Such patents are then delivered to the parties entitled to receive them without cost.

A patent register is also kept, wherein is shown the description of the lot purchased, the number of the patent, the date of mailing the same, and the date of the acknowledgment of the receipt thereof by the purchaser.

##### CREEK AND CHEROKEE NATIONS.

Upon final payment for any lot in the Creek Nation there is issued from this office to the principal chief thereof an advice that full payment has been made, on the strength of which he issues a patent, which is duly transmitted to the Department for the approval of the Secretary of the Interior. It is then forwarded to the Commission to the Five Civilized Tribes, there recorded, and then returned to the principal chief of the nation for delivery to the party entitled thereto.

A record is kept of every patent conveying a town lot in the Creek Nation, showing the date of issue and the date of approval by the Secretary of the Interior. Patents to town lots in the Cherokee Nation are issued and delivered in like manner as in the Creek Nation.

Following is a table showing the number of patents to town lots in the Creek and Cherokee nations issued during the fiscal year ended June 30, 1904:

Name.	Creek.	Chero- kee.	Name.	Creek.	Chero- kee.
Afton .....		76	Inota .....	10	
Alabama .....	1		Kellyville .....	2	
Bartlesville .....		180	Lee .....	2	
Beggs .....	10		Mounds .....	52	
Bixby .....	4		Muskogee .....	569	
Bluejacket .....		20	Okmulgee .....	108	
Bristow .....	88		Redfork .....	127	
Catoosa .....		38	Sallisaw .....		11
Checotah .....	83		Sapulpa .....	85	
Chelsea .....		52	Tulsa .....	237	
Choteau .....		11	Vian .....		2
Claremore .....		26	Vinita .....		163
Coweta .....	24		Wagoner .....	245	
Clarksville .....	7		Welch .....		19
Eufaula .....	60		Wetumka .....	35	
Foster .....	5		Wildcat .....	3	
Gibson Station .....	1		Winchell .....	4	
Hanson .....		1			
Henryetta .....	52		Total .....	1,920	599
Holdenville .....	106				

Two important opinions from the Assistant Attorney-General for the Interior Department have affected this branch of work of the Indian agent's office.



On September 28, 1903, the Department advised the Assistant Attorney-General that after the platting of the town site of Chickasha and the sale of town lots therein the Oklahoma City and Western Railroad Company constructed its road through the town, acquiring its right of way by condemnation proceedings under the act of February 28, 1902 (32 Stat. L., 43). The Department further asked:

Whether or not the United States Indian agent should continue to receive payments from persons to whom lots were sold, and whether patents should issue in the usual way by the tribal authorities upon the payment of proper amount, even though the lots had been acquired by the railroad company under the provisions of the act mentioned.

The Attorney-General, in response thereto, in an opinion dated November 18, 1903, and approved by the Secretary of the Interior on the same date, among other things, said:

It will be seen by reference to the act, too long here to quote, that the title or fee is not divested by its condemnation to the uses of the railroad, but that all that is acquired by the railway company is a right of user for railway purposes only. Before such right of user can be acquired compensation must be made, and in case liquidation of the amount of damages can not be made between the parties the damages must be fixed by appraisal of a commission, from which award appeal by either party might be taken within ninety days to the United States court for the Indian Territory. As the letter states that "right of way has been acquired by proper condemnation proceedings in the courts," I infer and assume that these lot owners subsequent to their purchase had notice and were made party to the proceedings. In such case their contracts for purchase of the lots were not affected by the condemnation proceedings, but its obligation remained the same as before, namely, to complete their payment. Their right to a deed and the obligation of the principal chief to make them a deed would remain the same, though their entire right to the lots would be a naked legal title burdened by a perpetual easement of the railway company for its use—a legal title and a shadowy right to possession and use in case the railway company ceased to use and occupy the land for railway purposes. The condemnation money in court belongs to the purchasers, subject to a lien for the unpaid purchase money, if such is asserted. Had the sale to the purchasers been subsequent to initiation of the proceedings for condemnation a different question would have been presented. No sale should in such a case be made, and if such were erroneously made it should, on request of the purchaser, be annulled and his advance payment be returned to him.

In the latter part of the year 1903 the Cudahy Oil Company made application for a modification of its mineral-oil lease on land in and about Bartlesville, Ind. T., to permit the gauging together and report of the oil taken from all its wells with Bartlesville, instead of being required to gauge and report the product of each well separately.

In an opinion dated January 26, 1904, and approved by the Secretary of the Interior on the same date, the Assistant Attorney-General, after reviewing the history of the case and citing section 28 of the act of July 1, 1902 (32 Stat. L., 725), among other things, said:

Until sale town lots in Bartlesville are common property of the Cherokee Nation. The occupant or possessors have no right greater than a right to undisturbed possession and use of the surface. Upon issue of sale certificate the holder's right under the act of July 1, 1902, becomes like that of a holder of final certificate upon a homestead or cash entry of public lands. Unless he has in some way consented to take a less estate than that contemplated by the statute his right, while the certificate is in force and no adverse right is asserted, is to receive all rents, issues, and profits as fully as though already seized of the complete legal title. It follows, therefore, that my opinion of December 23, 1903, respecting the application of the Cudahy Oil Company is applicable only so long as such lots remain unsold, the common property of the Cherokee Nation. When an individual right attaches, the right to a gauging of any well or group of wells thereon will immediately arise, which can be waived only by the voluntary act of the party entitled thereto.

#### SALE OF CREEK LANDS.

Under date of July 10, 1903, the Acting Secretary of the Interior amended the regulations governing the sale and leasing of lands in the Creek Nation, Ind. T., 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. L., 500), and ratified by the Muskogee (or Creek) national council on July 26, 1902. These regulations provide, in substance, that any citizen of the Creek nation desiring to dispose of any of his lands, except his homestead, which is inalienable for twenty-one years, may do so by making application to the United States Indian agent, Union Agency, Ind. T., in the form of a petition. This petition contains the name of the allottee, his post-office address, a description of the land he desires to sell, with improvements thereon, the date of delivery of his allotment deed to him by the principal chief of the Creek Nation, roll number, valuation of land, and reason for selling. When this petition has been received by the Indian agent it is checked with the records of the Commission to the Five Civilized Tribes, for the purpose of seeing whether or not the lands offered for

sale have been allotted to the petitioner. The Commission records also disclose the age, sex, and degree of Indian blood of the petitioner.

Every Monday morning the land offered for sale is posted on a bulletin board in the office of the United States Indian agent and a copy of such list forwarded to the Commissioner of Indian Affairs. Such land is also advertised for sale in the weekly edition of the Muskogee Phoenix, which has been officially designated as the paper in which to advertise the sale of Creek lands. This posting and advertising is continued for a period of sixty days. The advertisement states specifically the day the bids received thereon will be opened, which said bids must be sealed and the envelope marked plainly "Bid on Creek lands, to be opened the —— day of ——, 1904." Each bid must describe the land bid on and be accompanied by a certified check for 20 per. cent of the amount of the bid.

In the interim of sixty days an appraiser connected with this office is detailed to visit, view, and appraise the lands offered for sale. On Friday of each week the bids marked to be opened on that date are opened and read aloud to such persons as care to attend. If the bids are below the appraisement they are rejected. If above the appraisement, and the allottee is willing to accept the highest bid, and if it appears to the Indian agent to be for the best interests of the allottee, such bid is accepted, subject to the approval of the Secretary of the Interior. The allottee then executes a general warranty deed in the form prescribed by the regulations, which, with a certified check for the full amount of the bid, payable to the order of the Commissioner of Indian Affairs, is transmitted through the Commissioner of Indian Affairs to the Secretary of the Interior for his approval of the warranty deed. The Commissioner of Indian Affairs, in returning the deed, provided it is approved, indorses the check to the order of the allottee. Upon the receipt of the deed and the certified check accompanying the same from the Department, the check is turned over to the allottee, and after the agent is satisfied that the check has been honored the deed is delivered to the purchaser, receipt for both check and deed being taken from the allottee and the purchaser, respectively. All lands are sold subject to any valid existing leases on the premises.

Under the departmental regulations a full and complete record of every step in connection with the sale of Creek lands is kept in books for that special purpose.

The first petition for the sale of Creek lands was received at this office July 23, 1903, was listed for sale July 27, 1903, and the bids on the same were opened September 25, 1903.

In the Indian appropriation act approved April 21, 1904 (33 Stat. L., 189), is found the following language:

And all the restrictions upon the alienation of lands of all allottees of either of the Five Civilized Tribes of Indians who are not of Indian blood, except minors, are, except as to homesteads, hereby removed. \* \* \*

As will be seen by the tabulated statement next following, this provision withdrew from the jurisdiction of this office 207 petitions for the sale of land aggregating 18,000 acres, and caused the cancellation of 16 sales, aggregating 1,279 acres. The Department has expressed the opinion that persons enrolled on the freedman roll are "not of Indian blood" within the meaning of the law, and that such persons can dispose of their lands, except as to homesteads, without departmental supervision, and instructs the agent not to list said lands for sale.

This plan of disposing of lands under sealed bids has met with marked success, and experience would indicate that it is the best way to secure for the Indian the highest possible price for his land. It invites competition; it provides departmental supervision; it secures a price not less than a paid agent of the Government shall determine the land to be worth; it imposes no obligation on the Indian to accept even the highest bid, for he may reject all bids and relist the land if he so desires; it saves him commissions and all other outlay ordinarily incident to the sale of the property.

Considerable criticism has attached to this Office by reason of the fact that the appraisement of lands in the Creek Nation, made by its appraising officer, have been high. These criticisms, however, have come largely from men who speculate in lands rather than from actual farmers, who purchase for their own homes and farms, and while it must be admitted that the corporations and individuals who have come to this country for the sole purpose of buying and selling real estate have put considerable money in circulation and stimulated

many lines of business activity, their criticism with respect to the appraised value of land is prejudiced by their business.

I know of no instance where land in the hands of actual farmers, bought through the Indian agent's office under the regulations above quoted, has failed to pay a large and handsome return on the money invested, and there are many instances within my knowledge where the returns have been far in advance of what might be considered an amount justifying the purchase price.

In one case a man bought a farm of Arkansas bottom land at an appraised value regarded as much above the real value, and his crop the first year paid for his farm. This is only one of many similar cases.

The following is a detailed statement of the work by this branch of the agency for the fiscal year ended June 30, 1904:

## TRACTS.

Description.	Number.	Total.	Acres.
Tracts on which bids were received and opened:			
Awarded and paid for.....	465	788	40,496.02
Rejected, below appraisement.....	280		23,310.35
Rejected by allottee.....	43		3,727.48
Tracts on which bids have not been opened:			
Withdrawn by allottee.....	13	307	-----
Now being posted and advertised.....	291		25,017.40
Petitions canceled by death of petitioner before bids were opened.....	3		-----
Tracts belonging to freedmen whose petitions were canceled by reason of the fact that restrictions upon the alienation of their allotments except their homestead were removed by act of Congress approved Apr. 21, 1904 (33 Stat. L., 189) <sup>a</sup> .....		207	18,006.78
Tracts on which no bids received.....		137	11,330.44
Total number of tracts for the sale of which petitions were filed, posted, and advertised.....		1,439	121,888.47

<sup>a</sup>There were 16 sales of allotments of freedmen, aggregating 1,279.11 acres canceled for this reason.

## DEEDS.

Approved by the Department, on which checks have been delivered.....	359
Disapproved by the Department.....	9
Now under consideration, on which checks have not been delivered.....	32
Total.....	400

## CHECKS.

Amount paid to allottees.....	\$488,150.64
Amount covering deeds now under consideration not yet delivered to allottees.....	31,637.00
Amount returned to high bidders on account deeds being disapproved.....	9,331.10
Amount forfeited by successful bidders refusing to complete bids.....	478.20
Amount returned to unsuccessful bidders.....	11,762.31
Total amount submitted with bids on Creek lands advertised.....	541,359.25

## LEASING OF CREEK AND CHEROKEE LANDS.

All mineral, oil and gas, coal and asphalt leases of Creek and Cherokee lands are made under the acts of Congress approved June 30, 1902, and July 1, 1902, and the regulations of the Department approved July 10, 1903, and May 4, 1903, respectively, the regulations containing a complete copy of all papers required to be executed in connection therewith.

The following papers accompany each Creek lease when submitted for appropriate action to the Department:

1. Application.
2. Map or plat indicating tract of land leased.
3. Certificate of degree of blood.
4. A description of allotment of allottee from Commission to the Five Civilized Tribes.
5. Certificate from principal chief of the Creek Nation, embracing date of delivery of allotment and homestead deeds.
6. Affidavit of subscribing witnesses.
7. Affidavit by lessee that no development work has been done upon the land leased and statement showing the financial standing of the lessee.
8. Certificate from some bank that the lessee has on deposit the sum of \$5,000 per lease, subject to check for development purposes.

When practicable, a statement is obtained from the lessee setting forth his experience in oil and gas drilling or coal mining, as the case may be.

The same papers are required to accompany a lease in the Cherokee Nation with the exception of certificate from the chief showing the date of delivery of the allotment and homestead deeds. (No. 4, supra.)

The foregoing papers apply alike to individual and corporation leases. In addition, the latter is required to furnish:

1. A certified copy of articles of incorporation (and if a foreign corporation, a certificate of the appointment of a resident agent at South McAlester, Ind. T.).

2. A certified copy of the minutes of the board of directors, showing the election of officers.

3. An affidavit by the president as to the election of the secretary.

4. An affidavit by the secretary identifying the impression of the corporate seal and certifying as to the election of the president.

5. A certified copy of the records of the board of directors authorizing the officers to execute leases and bonds to cover the same on behalf of the company.

Leases of minors must be accompanied by certified copies of—

1. Letters of guardianship.

2. Order of the court authorizing the guardian to execute the lease.

3. Court's order approving the lease after the same has been executed.

Every tract of land leased in the Creek and Cherokee nations is inspected by an employee of this Office, whose report goes forward with every lease.

The total number of leases received during the fiscal year ended June 30, 1904, was 665. Each lease was executed in quadruplicate.

At a conservative estimate an average of thirteen papers, including the bond, accompany each lease, making a total of 8,528 papers, which with 2,624 parts of leases make a total of 111,152 papers examined during the year.

Each paper was critically examined and every point made technically and legally correct. This necessarily entailed a large correspondence, because nearly every lease submitted is either not in proper form or fails of having the full complement of papers. Few are filed without an error of some kind.

When a lease is finally submitted in proper form, with all the necessary papers attached, it is forwarded to the Department with appropriate recommendation.

Upon its approval by the Secretary of the Interior this office is directed to notify the lessee to prepare the necessary bond and submit the same within sixty days from the date of the approval of the lease.

When the bond is furnished and approved, the original copy of the lease, with all papers accompanying it, is retained at the Department at Washington and the duplicate is filed with the United States Indian agent at Union Agency, Ind. T.

The lessee is also instructed to submit a sworn statement, in duplicate, as soon after the close of the month in which the lease was approved as practicable, showing the output under said lease during that time, and thereafter to submit monthly reports, with a draft on St. Louis to cover the royalty due under the terms of the lease.

All royalties, rentals, etc., so paid are handled by the financial department at Union Agency, Muskogee, Ind. T., and by it properly disbursed to the lessors, receipts being taken in triplicate for the same.

The following is a tabulated list of the leases filed and acted upon during the fiscal year ended June 30, 1904:

Nation.	Oil and gas.		Marble and stone.		Coal and asphalt.	
	Number filed.	Number approved.	Number filed.	Number approved.	Number filed.	Number approved.
Creek .....	172	29			81	22
Cherokee .....	395	30	1	a4		
Total .....	567	59	1	4	81	22

a This number includes some leases filed during the fiscal year ended June 30, 1903, and approved during the fiscal year ended June 30, 1904.

To this number of leases should be added seven agricultural leases filed during the year in the Creek Nation. None of them, however, have been approved by the Department.

One of the most important questions involved in this branch of the work was

settled during the present year by Judge Raymond, of the United States district court for the western district, Indian Territory, in the case of *M. P. Evans et al. v. J. Blair Shoenfelt, United States Indian agent, and Henry Hutton, and the case of the Indian Land and Investment Company v. J. Blair Shoenfelt, United States Indian agent, and T. A. Barnett, guardian, etc.*, in which bills were filed to enjoin the United States Indian agent from placing the defendants, Henry Hutton a citizen of the Creek Nation, in possession of about 1,100 acres of land, and T. A. Barnett, guardian, etc., in possession of part of his ward's allotment. The question involved in these cases was whether or not a natural guardian could lease the allotment of his ward without the approval of the Federal court. These cases originated in this office when the United States Indian agent sought to place Hutton and Barnett in possession.

A quotation from Judge Raymond's opinion in the Barnett case, which was substantially the same in the Hutton case, will be found under the heading "Placing allottees in possession of their allotments."

The following extracts from the opinions of the Assistant Attorney-General for the Interior Department have an important bearing upon the question of leases in the Choctaw and Chickasaw nations.

With respect to whether members of the Choctaw and Chickasaw nations are authorized to lease their allotments for mineral purposes, and if so at what time such leases can be made, whether after the lands have been selected by the allottee or after the full title shall have been acquired, and what the duty of the Department may have been in the premises, Mr. Frank L. Campbell, Assistant Attorney-General for the Interior Department, in an opinion addressed to the Secretary of the Interior, under date of January 3, 1904, among other things, said:

The provision in the Atoka agreement and act of 1898, supra, was left in full force, vesting in the courts "exclusive jurisdiction of all controversies growing out of the titles, ownership, occupation, possession, or use of real estate, coal and asphalt." The Department has therefore no jurisdiction over the subject. The opinion of this Office was expressed January 17, 1903 (I. T. D., 6502), that:

"While sales or leases of allotted land without 'reasonable compensation' are declared invalid, no jurisdiction is conferred by the Secretary of the Interior to try the adequacy of the compensation or to interfere with the possession of the allottees, vendees, or lessees, but the statute vests in the United States courts 'exclusive jurisdiction of all controversies growing out of titles, ownership, occupation, possession, or use of real estate.'"

Further along, in the same opinion, the Assistant Attorney-General says:

I am therefore of the opinion that the Indian allottee, if competent to contract, may make a mineral, coal, asphalt, oil, or gas lease of his allotted lands for a term of not over five years, not renewable, which will be valid if no fraud is practiced upon him and an adequate consideration is paid or secured to him. The questions arising as to fraud, sufficiency of consideration, and validity of such leases are, however, to be determined by the courts and not by the Department.

On September 3, 1903, the attention of the Assistant Attorney-General was invited by the Department to the act of June 28, 1898 (30 Stat. L., 495), concerning the leasing of their allotments by members of the Choctaw and Chickasaw nations.

After a somewhat exhaustive discussion, embracing the treaty of 1866 (14 Stat. L., 69-786), the Atoka agreement (30 Stat. L., 495), and the supplemental treaty of July 1, 1902 (32 Stat. L., 621), he reached the following decision:

I am therefore of the opinion that under the existing law the Department is without authority to supervise or control the leasing of allotments by members of the Choctaw and Chickasaw nations.

Under date of May 6, 1904, the Assistant Attorney-General for the Interior Department advanced an opinion to the Secretary of the Interior defining the scope of the word "alienation" as used in that provision of the Indian appropriation act approved April 21, 1904 (33 Stat. L., 204), quoted elsewhere in this report, in reference to the removal of restrictions upon the alienation of lands of allottees of Indian blood:

The matters of alienation of lands by Indian allottees and of leasing are treated of and provided for in the various agreements and acts as entirely separate and distinct matters. It is true a lease of land is in a certain sense an alienation. It transfers to and vests in the lessee certain rights of possession and use of the land, but does not convey to him the title. The alienation from which it was intended by the Indian appropriation act to remove restrictions was that character of proceedings which would involve the sale and transfer of the title. The provisions of the various agreements and laws relative to and governing the leasing of allotted lands were not intended to be and are not affected by this provision of the Indian appropriation act. A lease that was before not binding without the approval of the Secretary of the Interior is now equally ineffective without such



approval. In other words, this is not a confirmatory provision and does not purport to cure defects in existing instruments or in fact to in any manner affect the leases. The rules and regulations to be prescribed under the provision of the appropriation act are with respect to the removal of restrictions upon alienation by allottees of said tribes of Indian blood except minors, and except as to homesteads, and it is not contemplated by the act that such rules and restrictions should have any effect upon the manner of execution or approval of leases of allotted land.

#### ROADS IN THE CREEK AND CHEROKEE NATIONS.

Congress has passed many acts in reference to the Indian Territory and the Five Civilized Tribes, but it is doubtful if any single statute is more important, far-reaching, and necessary than the following provisions, designed to give good roads to the Creek and Cherokee nations.

Section 10 of the supplemental agreement with the Creek Nation, approved June 30, 1902 (32 Stat. L., 500), is 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 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 act of July 1, 1902 (32 Stat. L., 716), is as follows:

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 the 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 in the same manner.

Although these acts were passed in the summer of 1902, no provision was made to defray the necessary expense of putting them in operation until, under date of November 24, 1903, the Comptroller of the Treasury advised the Department that such payments as might be necessary thereunder could properly be paid from the tribal funds of said nations.

On November 30, 1903, this office was directed by the Commissioner of Indian Affairs to carry out and enforce the said provisions of law, and to comply with such direction there was issued from this office under date of January 8, 1904, the following notice:

#### PUBLIC NOTICE.

UNION AGENCY, MUSCOGEE, IND. T., *January 8, 1904.*

#### *To whom it may concern:*

Section 10 of the supplemental agreement of the Creek Nation approved June 30, 1902 (32 Stat. L., 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. L., 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 two rods in width, one 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.

Where roads are to be established other than on section lines the actual value of the land taken elsewhere than along section lines will be determined by some person designated by this office.

If for any good and sufficient reason roads are to be placed elsewhere than on section lines, persons desiring them to be so placed must make application to this office, showing reasons why said roads should be so placed, amount of damages done, character of damages, estimated value of land taken, together with a diagram showing the road as it is to be with reference to the section line.

Upon receipt of this application appropriate action in the premises will be taken by this office, acting under recent instructions from the Department.

Since January 1, 1904, 1,500 letters, inclosing these notices, have been mailed calling attention to the requirements of the law. While comparatively few reports of the opening of section lines have reached this office, it is estimated from the best available data that about 750 have been opened. One hundred and one applications for location of roads upon other than the section lines have been filed, either because of the location of natural obstacles along the section lines or because no provision for building bridges is found in the law, and the citizens are without means to build them themselves.

Some embarrassment has arisen by reason of the railroad companies failing to open section lines across their right of way, which this office has caused to be opened up to the same on both sides. The action of the companies is probably explained by the fact that they would be obliged in all such cases to go to the expense of building approaches, crossings, cattle guards, and fences. There is no provision in the law by which that expense can be met by this office, and I have not felt like taking the responsibility of cutting the fences of the railroad companies on section lines and keeping the same open to the great danger of life and property on such roads, particularly when without crossings and approaches such openings would be without value to citizens.

In the great mass of correspondence received at this office in relation to road matters there has been a large number of letters from the Choctaw and Chickasaw nations making inquiry in regard thereto, which shows the awakening of a healthy public sentiment upon this important question of good roads.

Although no specific authority has been given to do so, this office has kept open the tribal roads in the Choctaw, Chickasaw, and Seminole nations, promptly reopening them wherever obstructed, and, for the benefit of the traveling public, has assumed a general jurisdiction over these matters. No appropriation has been made by Congress nor by the tribal governments for the purpose of repairing these roads, but this office has used its available resources to keep them in the best possible condition.

In conclusion, I would suggest that if no legislation exists for the opening of section lines across the right of way of railroads in a practical and satisfactory manner that such legislation be asked of Congress at its next session. I also recommend that Congress be asked to extend the road law applicable to the Cherokee and Creek nations to the Choctaw and Chickasaw nations.

#### REMOVAL OF RESTRICTIONS.

The following provision is included in the Indian appropriation act approved April 21, 1904:

And all the restrictions upon the alienation of lands of all allottees of either of the Five Civilized Tribes of Indians who are not of Indian blood, except minors, are, except as to homesteads, hereby removed, and all restrictions upon the alienation of all other allottees of said tribes, except minors and except as to homesteads, may, with the approval of the Secretary of the Interior be removed under such rules and regulations as the Secretary of the Interior may prescribe, upon application to the United States Indian agent at the Union Agency in charge of the Five Civilized Tribes, if said agent is satisfied upon a full investigation of each individual case that such removal of restrictions is for the best interest of said allottee. The finding of the United States Indian agent and the approval of the Secretary of the Interior shall be in writing and shall be recorded in the same manner as patents for lands are recorded.

On May 12, 1904, the following regulations governing the removal of restrictions under the above provision of law were prescribed by the Secretary of the Interior:

#### REGULATIONS.

The following regulations are hereby prescribed for the purpose of carrying into effect the provisions of the Indian appropriation act approved April 21, 1904, as follows:

"And all the restrictions upon the alienation of lands of all allottees of either of the Five Civilized Tribes of Indians who are not of Indian blood, except minors, are, except as to homesteads, hereby removed, and all restrictions upon the alienation of all other allottees of said tribes, except minors and except as to homesteads, may, with the approval of the Secretary of the Interior, be removed under such rules and regulations as the Secretary of the Interior may prescribe, upon application to the United States Indian agent at the Union Agency in charge of the Five Civilized Tribes, if said agent is satisfied, upon a full investigation of each individual case, that such removal of restrictions is for the best interest of said allottee. The finding of the United States Indian agent and the approval of the Secretary of the Interior shall be in writing and shall be recorded in the same manner as patents for lands are recorded."

SECTION 1. Citizens by blood of the Cherokee, Creek, Seminole, Choctaw, and Chickasaw nations desiring to have the restrictions upon alienation removed by the Secretary of the Interior, under the provisions of the law given above, may apply to the United States Indian agent at Union Agency, Muscogee, Indian Territory, by petition, which petition shall contain statements as follows:

(a) The age, sex, citizenship, and percentage of Indian blood of the applicant must be given.

(b) Whether the applicant can speak the English language and whether he can read in any language; and if so, the extent of his schooling.

(c) The personal property of the applicant, if any, and particularly as to live stock and agricultural implements.

(d) The business experience of the applicant, especially in handling of money. If he has ever had any considerable sum, what use he made of it.

(e) The total area of the allotment, and description thereof, with separate description of the homestead.

(f) The character and value of the improvements on each tract of the allotment, except the homestead.

(g) Whether the allottee's title to the land has been perfected by the issuance of patent; and if not, whether the contest period has expired.

(h) Why and in what respect it will be advantageous to the allottee to have the restrictions upon alienation removed.

(i) The applicant's estimate of the value of the land.

(j) In case a contract for the sale of any portion of the land has been made regardless of the jurisdiction of the Secretary of the Interior, the details of the agreement must be set out, giving the price to be received, whether in money or other property, and if so, what; also whether any money or other thing of value has already been received.

(k) Whether the allotment or any part thereof has been leased, and the terms thereof.

Sec. 2. Upon receipt of the application herein prescribed, the Indian agent shall give it a number, and make a record of the name of the party, his citizenship, and a description of the land included in his allotment, indicating what tract or tracts make up his homestead; and he shall make an investigation upon the strength of which he shall make a report to the Secretary of the Interior, to be transmitted through the Office of Indian Affairs, covering the following points:

(a) Whether the allottee has a sufficient knowledge of English to conduct business in that language with full understanding of the details of a transaction.

(b) The extent of his education and his intelligence (the latter compared with a white man similarly situated in life.)

(c) His business experience and capacity, covering any business he has engaged in, and especially as to agriculture and stock raising. How he has supported himself and his family, if he has any, whether well or poorly.

(d) A description of the land included in his allotment, indicating what portion has been designated as a homestead.

(e) Whether he has himself improved his allotment and the extent of the improvements he has placed on it.

(f) What live stock and implements or other property, exclusive of his allotment, he owns.

(g) What money he has ever handled and as to whether he used it judiciously.

(h) Why it will be to the advantage of the allottee to have the restrictions against alienation removed.

(i) In case of a husband and wife applying, whether both applications should be granted, and if so, why.

(j) In case a husband has been relieved of restrictions upon alienation, and his wife subsequently applies, the case of the husband should be cited and special reason for granting the application of the wife should be given.

(k) The extent of the applicant's family and the amount of land he has under his control, or is available for the support of the family.

(l) If he has leased his allotment, or that of his wife, give the status and terms.

(m) If he attempted to lease the allotments of his children, as the natural guardian before the courts determined the natural guardian had no such authority, give the terms in case they are procurable.

Sec. 3. If the applicant is well known to the Indian agent as a man of established capacity and experience in business affairs, he may state that fact and omit going into the details required by the foregoing provisions.

Sec. 4. In all cases where the Indian agent is unable of his own knowledge to furnish the information required of him as herein set out, he shall, personally or through an employee or agent to be designated by him, make such investigation as will enable him to make a full report in accordance with these regulations.

Sec. 5. The report to be made by the agent shall be accompanied by a statement, which is designed to be recorded in case of favorable action by the Secretary of the Interior, as follows:

"In the matter of the application of \_\_\_\_\_, a citizen by blood of the \_\_\_\_\_ Nation for the removal of the restrictions upon the sale of his allotment, except his homestead.

"UNITED STATES INDIAN SERVICE, UNION AGENCY,  
"Muskegee, Ind. T., \_\_\_\_\_, 190—.

"In accordance with the regulations approved by the Secretary of the Interior, May 12, 1904, in conformity to the provisions of the act of Congress approved April 21, 1904 (33 Stat. L., —), I have made a full investigation of \_\_\_\_\_, a citizen by blood of the \_\_\_\_\_ Nation, for the removal of the restrictions upon the alienation of his allotment (except his homestead), described as follows: \_\_\_\_\_, and am, as a result of that investigation, satisfied that the removal of the restrictions as to the sale of the above-described lands will be for the best interests of the allottee, and I so recommend.

"United States Indian Agent.

"DEPARTMENT OF THE INTERIOR,  
"Washington, D. C., \_\_\_\_\_, 190—.

"Approved:

"

"Secretary of the Interior.  
DEPARTMENT OF THE INTERIOR,  
Washington, D. C., May 12, 1904.

Approved:

E. A. HITCHCOCK,  
Secretary of the Interior.

On May 24, 1904, the following rules governing the filing and hearing of petitions for removal of restrictions were established by this office:

# RULES.

**Rule 1.**—Every petition shall contain a complete statement of facts as required by the Regulations prescribed by the Secretary of the Interior for the purpose of carrying into effect the provisions of the act of Congress approved April 21, 1904, regarding applications for the removal of restrictions upon the alienation of the allotments, except homesteads, of allottees of Indian blood.

**Rule 2.**—All petitions shall be addressed to the United States Indian agent, Union Agency, Muskogee, Indian Territory, and shall be filed with him in duplicate, and both copies of the petition shall be signed by the applicant in person and verified by his or her affidavit, and must contain the post-office address of the petitioner and of his attorney.

**Rule 3.**—The affidavit verifying the petition shall be in substantially the following form:

UNITED STATES OF AMERICA,  
 \_\_\_\_\_ district of Indian Territory, ss.

\_\_\_\_\_, being first duly sworn on his oath says that \_\_\_\_\_ has heard read the foregoing petition by \_\_\_\_\_ subscribed, and knows the contents thereof, and that the same is true in substance and fact.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 190\_\_\_\_.

\_\_\_\_\_  
 Notary Public.

My commission expires \_\_\_\_\_.

**Rule 4.**—Petitions will be given a number when filed and attorneys and petitioners will thereafter greatly facilitate their business by referring thereto by number as well as by name.

**Rule 5.**—Petitions which are for any reason defective will be returned to the attorneys or petitioners for correction.

**Rule 6.**—If any petition returned for correction is not corrected and refiled with the agent within ten days, it shall, except for good cause shown, lose its place on the hearing docket and be placed at the foot of the same.

**Rule 7.**—Petitions ready for hearing will be heard in the order of their filing. Attorneys for petitioners will be notified by mail of the date of hearing and such hearing may be once continued for cause. If not heard at the second hearing, the petition will pass to the foot of the docket.

**Rule 8.**—Petitions will not be heard out of their regular order as provided in Rule VII, except in cases of emergency where the interests of the petitioner would otherwise be materially damaged, and then only upon the affidavit of the petitioner or his attorney showing good cause therefor.

**Rule 9.**—Upon the hearing of any petition the petitioner must appear in person and be examined touching the matters set up in his petition and must produce at such hearing his certificate of allotment or his allotment deed and his homestead certificate or his homestead deed.

**Rule 10.**—When a certificate removing restrictions upon alienation is received from the Secretary of the Interior with his approval, it will be mailed to the allottee and must be by him recorded in the same manner as patents for land are recorded. In event of an adverse decision by the Secretary of the Interior, the allottee will be notified by mail.

Under this law and the rules and regulations above cited, when a petition is received in proper form it is given a number, jacketed, and all the information at hand regarding the same is placed upon a card, which card is filed alphabetically and is used as an index for all the files and records of this office pertaining to such petition. All correspondence concerning the same is given the number of the petition and filed therewith, as are all copies of correspondence and other papers and memoranda referring thereto.

Under the same number and in a book kept for that purpose, is entered the name of the petitioner, his citizenship, a description of his allotment, indicating the tracts that make up his homestead, as required by section 2 of the regulations.

When reached in its numerical order an investigation is made. At the hearing the petitioner is required to be present in person. Testimony is taken, and with that as a basis, supplemented by other facts bearing on the subject, however acquired, a report is made to the Secretary of the Interior and transmitted through the office of the Commissioner of Indian Affairs, in accordance with section 2 of the regulations, with appropriate recommendation.

Up to this date the testimony in but one case has been heard.

Four hundred and forty-four petitions have been received up to and including June 30, 1904, distributed as follows:

Creek	219
Chickasaw	28
Cherokee	52
Choctaw	142
Seminole	3
Total	444

The nature of these proceedings makes it necessary that the applicant should be present at the hearing, and for that reason it is practically necessary that hearings be had in one and possibly two of the larger towns in each nation, as the majority of the Indians would be unable to reach the agency on account of the expense involved.

At the date of this writing, August 16, 1904, 1,000 petitions have been filed, distributed among the different nations as follows:

Choctaw	398
Creek	334
Cherokee	184
Chickasaw	67
Seminole	11
Duplicates and open numbers	6
Total	1,000

The reasons given by petitioners for desiring to remove the restrictions upon the alienation of their lands are of great variety. In a majority of cases the reason given is a desire to realize money from the sale of their surplus lands to improve their homesteads. Some have been filed by persons of advanced age who desire to realize money from the sale of their lands to live on during the remainder of their lives. Quite a number have been presented by persons afflicted with disease, who desire to raise money with which to restore their health. Quite a number desire to borrow money to continue business transactions, and a few confess a desire to speculate. In a limited number of cases the basis of the petition is the desire of the allottee for a better education. A considerable number desire their restrictions removed in order that they may have a better standing in the business community and better credit with the banks, while a considerable number seek to have their restrictions removed, to use their own language, "as a simple act of justice."

There are among the petitioners those who might be comprehended within section 3 of the regulations above quoted—namely, persons who are well known to the Indian agent as of established capacity and experience in business affairs.

A large number of petitions have been filed by full-blood Indians who can neither read nor write, and the petitions, in a number of cases, afford conclusive evidence that the allottees are in the hands of speculators. In fact, in the Choctaw and Chickasaw nations it is notorious that such is the case. Some speculators have even told me personally that they have four or five men out in the mountains and on the prairies hunting out the owners of desirable land in order to persuade them to have their restrictions removed and sell their land.

After carefully investigating the entire situation, and after familiarizing myself with the contents of the large number of petitions filed, it is my judgment that the removal of restrictions should be confined:

I. To such persons as are embraced within the meaning of section 3 of the regulations approved May 12, 1904.

II. To men not known to me personally, but who satisfy me that they are engaged in actual business and possess the requisite business ability to properly care for their own affairs. I believe such citizens should be encouraged in their attempts to follow a business life.

III. To cases where, by reason of advanced age or grave sickness, the allottees must now have the advantage of their allotments by selling the same and using the money to make the last years of their life easy or restore their health, or, being unable to sell their land, lose all the value of their allotments.

IV. To cases where, although no necessity exists on the part of the allottee for the sale of his land, it becomes a matter of public importance that he should be allowed to sell a portion thereof for some public improvement, such as a school building, and for which he will obtain an adequate compensation, and probably increase the value of the balance of his allotment thereby.

#### DELAWARE-CHEROKEE IMPROVEMENTS.

The act of Congress approved April 21, 1904 (33 Stat. L., 189), contains a provision, as follows:

That the Delaware-Cherokee citizens who have made improvements, or are in rightful possession of such improvements in the Cherokee Nation at the time of the passage of this act shall have the right to first select from said improved lands their allotments, and thereafter, for a period of six months, shall have the right to sell the improvements upon their surplus holdings of lands to other citizens of the Cherokee Nation entitled to select allotments, at a valuation to be approved by an official to be designated by the President for that purpose; and the vendor shall have a lien upon the rents and profits



of the land on which the improvements are located for the purchase money remaining unpaid; and the vendor shall have the right to enforce such lien in any court of competent jurisdiction. The vendor may, however, elect to take and retain the possession of the land at a fair cash rental, to be approved by the official so as aforesaid designated, until such rental shall be sufficient to satisfy the unpaid purchase price, and when the purchase price is fully paid he shall forthwith deliver possession of the land to the purchaser: *Provided, however*, That any crops then growing on the land shall be and remain the property of the vendor, and he may have access to the land so long as may be necessary to cultivate and gather such growing crops. Any such purchaser shall, without unreasonable delay, apply to select as an allotment the land upon which the improvements purchased by him are located, and shall submit with his application satisfactory proof that he has in good faith purchased such improvements.

Under date of May 11, 1904, the President of the United States designated the United States Indian agent—

to perform the duties prescribed by said provision of law relating to the approval of the valuations at which the improvements of Delaware-Cherokee citizens upon their surplus holding of land may be sold, and relating to the approval of the cash rental at which the vendor in such cases may take and retain possession of the land sold.

Instructions as to the particular duties that will be imposed upon you by this designation will be given you by the Secretary of the Interior.

The instructions referred to were forwarded under date of May 12, 1904, and thereunder the following circular letter was prepared, and has been and is being sent to all applicants for information with reference to the matters therein referred to:

Replying to your letter of \_\_\_\_\_, relative to sales of Delaware-Cherokee improvements, you are advised that before I can inspect the improvements and appraise their value, it will be necessary that the following regulations of the Department and rules of this office be complied with:

(a) That the contract for sale of such improvements shall be reduced to writing, showing the valuation placed upon the improvements.

(b) That if the vendor elects to take and retain possession of the land until the rental thereof shall pay for the improvements contracted to be sold, such rental contract shall be in writing.

(c) That I be furnished with the following information, which shall either be included in the contract or set out in an affidavit attached thereto and made a part thereof:

1. That the vendor is a Delaware-Cherokee citizen.
2. That the vendee is a citizen of the Cherokee Nation, entitled to select an allotment.
3. That the vendor has selected his allotment, and that the improvements contracted to be sold are on the vendor's surplus land.
4. A certificate from the Commission to the Five Civilized Tribes showing that "the vendor has satisfactorily established before the Commission to the Five Civilized Tribes the fact that he was on April 21, 1904, in rightful possession of the land upon which the improvements he proposes to sell are located, and that there is no subsisting adverse claim thereto."

5. An accurate detailed description of the improvements contracted to be sold.

6. A copy of the sale and rental contracts for preservation in this office as a part of the record required by the regulations to be kept.

Up to the present time five contracts for the sale of such improvements have been received, but in no case have the improvements yet been appraised. Numerous letters have been received from the Commission to the Five Civilized Tribes giving the information that certain Delaware-Cherokees have selected their allotments, sometimes for themselves, and sometimes for their families, and giving a description of the surplus land the improvements upon which they claim the right to sell under the provision of said act. Such letters also contain a statement of the improvements on such surplus land, together with the adverse claims thereto, as shown by the improvement plats of said Commission. In each letter I have been requested to inform the Commission of any conclusion I may reach of the status of this land on April 21, 1904, and have uniformly advised them in reply that under section 3 of the regulations of May 12, 1904, for my guidance in appraising Delaware-Cherokee improvements, which is as follows—

Before giving your approval in any case it must be shown that the vendor has satisfactorily established before the Commission to the Five Civilized Tribes the fact that he was on April twenty-one, nineteen hundred and four, in rightful possession of the land upon which the improvements he proposes to sell are located, and that there is no subsisting adverse claim thereto.

there is evidently placed upon the vendor of improvements the burden of establishing before the Commission, rather than myself, the facts referred to in said section.

#### CORRESPONDENCE.

The correspondence at this office has increased in volume during the past fiscal year. Every communication received is answered or referred to the proper officer for attention. The letters received average about 500 per day, and those sent out between 600 and 700.

## INDIAN POLICE.

The Indian police force at this agency is made up of 1 captain and 2 lieutenants, with 23 privates. The officers receive a salary of \$15 per month and the privates \$10 per month.

The Indian police, acting under instructions, place allottees in possession of their allotments and remove therefrom objectionable persons; seize timber unlawfully cut, drive cattle unlawfully held in the Indian Territory therefrom, assist the deputy United States marshals when requested to do so in making arrests, and perform such other duties as may be required of them under law.

Their services, considering their small pay, have been satisfactory.

## RAILROADS.

The constant increase in population and the general development of the Indian country has induced much railway building, and many new miles of railroad have been constructed during the past fiscal year. Many of the older lines are constructing new and important branches, and many new and thriving towns are springing up.

I have no data as to the number of lines that have been and are now being constructed, nor the number of new miles actually operated.

## REVENUE.

Attention is respectfully invited to the report of the revenue inspector for the Indian Territory, which is submitted as an appendix to mine.

## CONCLUSION.

I think it proper for me to express my thanks to your office and the Department in giving me cordial support in discharging the many difficult and arduous duties of 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. Ter., August 1, 1904.*

SIR: I have the honor to submit my sixth annual report as superintendent of schools in Indian Territory, as follows:

The school work of the past year has been characterized by harmonious effort upon the part of officers, teachers, and pupils, and better educational results have been secured than in any previous year. Several causes have operated to bring about this desirable condition of affairs, among which may be mentioned the following:

1. *Better teachers.*—With the aid of our annual examinations we have gradually weeded out the incompetent teachers—the mere school keepers—and our summer normals have not only provided the teachers with a much-needed opportunity for more thoroughly mastering the branches which they are supposed to teach, but a commendable professional spirit, a manifest determination to better qualify themselves for their work is more apparent than ever before. This is evidenced by the fact that 90 per cent of the teachers employed by us during the past year were in attendance at our summer normals at the close of the school year. It is further shown by the fact that many of our teachers are now attending special terms in the summer schools of the States. Eight of our teachers attended the National Educational Association at Minneapolis two years ago, 20 went to Boston last summer, and 30 attended the St. Louis meeting held last month.

2. *Increased attendance.*—The question, "How can we secure regular attendance?" has always been a vexatious one. We have no compulsory school law, nor have we any right to take children by force and place them in school, as upon a Government reservation. Indian parents, like many of their pale-faced brothers, do not always appreciate the necessity of sending their children to school regularly. Indifference, petty prejudice, sickness, lack of suitable clothing, and bridgeless streams have always interfered very materially with the school attendance, but not so noticeably this year as in former years.

3. *Consolidation of schools.*—In the years gone by it was customary for each little village of from 50 to 100 pupils to have two or three little subscription schools, each separate and distinct from the other, none of which continued in session longer than three or four months. In most instances we have been able to unite these various factions into which the villages or neighborhoods seem to have been divided, and by bringing the white and Indian children together in a common school the educational forces and the educational sentiment in these villages have become united, thus enabling us to maintain better schools for longer terms than formerly.

### CLASSIFICATION OF SCHOOLS.

We have had so many inquiries concerning the kinds and classes of schools in the Indian Territory that we venture the following classification:

In the Cherokee Nation there are 4 Indian boarding schools, 175 day schools, 8 public schools for white children, 5 mission schools for white and Indians, and about 35 subscription schools for whites, maintained from three to nine months each year.

In the Creek Nation there are 10 small Indian boarding schools, 26 day schools for Indian children, 23 for citizen negro or freedmen children, 2 mission schools for negroes, 6 mission schools for whites and Indians, 10 public schools for white children, and about 20 little subscription schools for whites.

In the Choctaw Nation there are 2 Indian academies, 2 Indian orphan academies, 10 small Indian boarding schools, 175 day schools, 14 public schools for

white children, 8 mission schools for whites and Indians, 2 colored mission schools, and about 40 subscription schools for whites.

In the Chickasaw Nation there are 5 Indian boarding schools, 15 Indian day schools, 18 public schools for white children, 5 mission schools for whites and Indians, and 38 subscription schools for whites.

No white children are admitted to any of the Indian academies or boarding schools, but in the Choctaw, Creek, and Cherokee nations white children are admitted to the day schools upon the payment of tuition at the rate of \$1 per month for each pupil.

The Chickasaws have persistently refused to permit white children to attend any of their tribal schools.

Some of the Indian academies, about a dozen of the public schools, and a few of the mission schools maintain fairly good high school courses, but in nearly all of the day schools, both Indian and white, the work is confined to the elementary grades.

The Indian schools of the Territory are controlled by the rules and regulations of the Interior Department, with some recognition of tribal school laws and customs, and teachers therein are required to pass examinations very similar in character and extent to the average county examinations of the States. Teachers' salaries in the day schools range from \$30 to \$50 per month for terms of nine months, while a few teachers in the academies receive from \$60 to \$100.

No public schools for white children can be established except within the limits of incorporated towns, and by act of Congress these schools are organized and administered in accordance with the Arkansas school law. Many of these towns are unable to maintain public schools for lack of sufficient taxable property. In many of these towns no taxes of any kind can be levied against real estate for the reason that the Indian title thereto has not yet been extinguished, and the assessed valuation of their personal property is too insignificant to justify the levy and collection of taxes of any kind.

The mission schools are maintained in part by tuition, but receive substantial assistance from the various religious societies. Their teachers are appointed by their mission boards and are usually members of the same church or religious society which supports the school.

The white people residing in the small towns and country neighborhoods have no school facilities except such as are furnished by the little subscription schools. A few of these schools have done good work, but ordinarily they accomplish but very little. Their teachers are not required to hold certificates nor possess any special qualifications. Oftentimes applicants who fail to pass the tests required for positions in the Indian and public schools drift into these rural neighborhoods and keep school as long as they can hold their pupils.

#### NEED OF PRACTICAL EDUCATION.

In the years gone by the notion has prevailed altogether too generally among the Indians that the purpose of an education was to make ladies and gentlemen of the students. As in certain other localities the prevailing notion here has been that the educated person should not be expected to work; that any sort of manual labor was beneath the dignity of the educated Indian, and should be passed over to the negro and the white renter. The superficial knowledge of the sciences and dead languages acquired by these students was not sufficient to enable them to succeed in any profession and was not sufficiently practical to be of any service to them in the ordinary avocations of life. We have some good ministers, physicians, and lawyers, but they were educated in special schools outside of the Territory. Believing that the education of every child should, at least in part, prepare him for the ordinary duties of the kind of life which in all human probability he is destined to lead, we began a few years ago to give the Indian children some practical training which could be utilized by them in their homes. Strange to say, however, numerous Indian parents wrote us that they were sending their children to school to study books and nothing else. Some even went so far as to withdraw their children from school, indignantly declaring that the schools should not teach them to work. At first the children shared the feeling expressed by their parents, but we gradually introduced some lines of manual training, and our only regret now is that we have not had the funds or facilities for carrying on this work upon a much more elaborate scale. It is a well-known fact that the average Indian child learns to write and to draw more readily than the average white child.

Whether the outgrowth of inheritance or home environment, the Indian child's fingers are more deft and his powers of observation more acutely developed than those of white children. The boys are apt in working out their drawing models in wood and the girls soon learn to make dresses and laces from patterns. In some schools, where a few years ago strong prejudice existed against every kind of manual labor, it is now quite interesting to note the degree of pride with which the boy exhibits his completed carvings in wood, and how proudly the girl exhibits her new dress, the work of her own hands, including delicate laces of which any lady might justly feel proud.

Every one of these Indian boys and girls is soon to become the owner of a portion of the lands now being allotted in this Territory. The Indians, as a rule, do not appreciate the value of these lands. Heretofore, when everything was owned in common by them, one Indian could sell his improvements together with the right of possession, to the land which he had improved, and could move a few miles away and take possession of another patch of ground without cost, build a cabin thereon, and proceed to improve it as his own. There was always an abundance of land for those who were disposed to improve and cultivate it. The Indian naturally possesses a roving disposition, and this custom of abandoning their homes and settling in new neighborhoods has been in vogue, especially among the full-bloods, since the time whereof the memory of man runneth not to the contrary. It is well nigh impossible for any man to cast aside the customs, tendencies, and environments of his race. Neither a treaty nor an act of Congress can change the nature of a man nor immediately dispel the influences of racial customs and tendencies. It is no wonder, therefore, that the unlettered full-blood can not appreciate the value of a given piece of land, nor understand why it is necessary for him to settle upon one particular quarter section and abandon his right to change his location as often as he chooses. Nor is it any wonder that he can not readily adapt himself to the new and changing conditions that are now confronting him, nor successfully compete, in the new and strange commercial world, with his avaricious white brother. His only salvation lies in his education. Forsaking, for the moment, the prevailing notion that all education is confined to books and schoolrooms, and remembering Spencer's definition: "The purpose of education is to fit men to live more completely," I am fully convinced that the uneducated full-bloods could be aided materially (educated, if you please) by sending honest, competent men among them to teach them something of the value of land, the importance of keeping and improving it, how to plant, cultivate, and care for crops, and how to profitably raise live stock and fruit. We have already endeavored to introduce some instruction along this line in the Indian schools of the Territory, and we are planning, during the coming year, to introduce the subject of agriculture as a special study in many of our schools.

#### OUR SUMMER NORMALS.

Our annual summer normals for the teachers in the Indian schools are now regarded as annual reunions by these teachers, nearly all of whom are regular attendants. This year these normals were held in the Creek, Cherokee, and Choctaw nations during the month of June, and were attended by over 500 teachers. The greater part of the time, this year, was given to a study of the methods and principles of education, and the teachers were well entertained and greatly benefited by a course of lectures given by Prof. S. Y. Gillan, of Milwaukee, Wis. Professor Gillan is one of the most thoroughly practical institute instructors in the United States, and his timely suggestions will be of great aid to our teachers in the work of the coming year.

#### CONGRESSIONAL AID.

After many oft-repeated appeals, Congress, at its last session, passed the following act in aid of education in this Territory:

For the maintenance, strengthening, and enlarging of the tribal schools of the Cherokee, Creek, Choctaw, Chickasaw, and Seminole nations, and making provisions for the attendance of children of noncitizens therein, and the establishment of new schools under the control of the tribal school boards and the Department of the Interior, the sum of one hundred thousand dollars, or so much thereof as may be necessary, to be placed in the hands of the Secretary of the Interior, and disbursed by him under such rules and regulations as he may prescribe.



To govern the disbursement of the funds so appropriated, the honorable Secretary of the Interior prescribed the following rules and regulations:

The following rules and regulations are hereby promulgated concerning the disbursement of the moneys appropriated by the act approved April 21, 1904 (Public—No. 125):

SECTION 1. That, so far as practicable, the rules and regulations heretofore promulgated by the Secretary of the Interior concerning education in the various nations of the Indian Territory shall apply in the government of the schools to be maintained and supported by this act.

SEC. 2. That all the funds available under the provisions of this act shall be used for the payment of salaries of teachers, except as provided in section 11 of these regulations.

SEC. 3. That no part of this fund shall be expended for the support of any school within the limits of an incorporated town or city.

SEC. 4. That the superintendent of schools in Indian Territory, upon the recommendation of the supervisor of schools of each nation and the tribal school authorities thereof, acting together, may establish day schools, whenever considered practicable and advisable in such nations, for the coeducation of Indian and white pupils. Day schools may also be established and maintained under the same conditions for the citizen and noncitizen negro pupils residing within such nations.

SEC. 5. That the residents of any neighborhood desiring a day school under these regulations must provide a suitable schoolhouse, equipped with seats or desks, and must also agree to provide all necessary stoves, fuel, blackboards, and other incidental expenses thereof.

SEC. 6. All salaries and positions shall be fixed by the Secretary of the Interior, on recommendation of the superintendent of schools in Indian Territory. The superintendent of schools in Indian Territory shall examine and appoint teachers for the schools herein provided for, subject to the approval of the Secretary of the Interior.

SEC. 7. That such teachers shall be required to make quarterly reports to the supervisor and tribal school authorities upon blanks to be furnished, which reports shall show the name, age, sex, citizenship, race, and days' attendance of every pupil enrolled, together with such other information or statistics as the supervisor and tribal school authorities may require, which reports shall be filed with the superintendent of schools in Indian Territory. The superintendent of schools shall report quarterly to the Indian Office the attendance and data furnished by the supervisor.

SEC. 8. That upon receipt of such quarterly reports, the supervisor and tribal school authorities shall examine and audit the same, and if found correct, they shall equitably apportion the salaries of such teachers between the tribal school funds and the special school fund appropriated by Congress, and shall issue separate requisitions therefor. Salaries found to be payable from the tribal school funds shall be paid by the United States Indian agent for the Union Agency, as provided by the rules and regulations of the Secretary of the Interior now in force in the several nations. That portion of salaries as shall be found payable from the special fund appropriated by Congress shall be paid by the United States Indian agent for the Union Agency upon receipt of such requisition, duly certified to by the supervisor, and approved by the superintendent of schools in Indian Territory.

SEC. 9. That any teacher appointed under these rules and regulations may be relieved or dismissed at any time by the superintendent of schools in Indian Territory for incompetency, immorality, cruelty, or neglect of duty, subject, however, to the approval of the Secretary of the Interior.

SEC. 10. That in all matters pertaining to the management of the schools to be established, maintained, or supported under these rules and regulations, the supervisor of schools and the tribal school authorities shall act jointly. Whenever they fail to agree upon any matters pertaining to the management of such schools, or whenever they or any of them fail or neglect to perform any of the duties imposed upon them by these rules and regulations, the superintendent of schools in Indian Territory shall act in their stead, subject, however, to the direction of the Secretary of the Interior.

SEC. 11. Such blank reports, vouchers, requisitions, and printing as may be needed in connection with the management of the schools herein provided for shall be prepared by the superintendent of schools in Indian Territory, and the United States Indian agent for Union Agency shall pay the cost of printing the same out of said funds so appropriated by Congress.

SEC. 12. 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 the authority and direction of the Secretary of the Interior.

SEC. 13. Such duties as may necessarily devolve upon a school supervisor in carrying out the provisions of these regulations in the Seminole Nation shall be performed by the school supervisor of the Chickasaw Nation, acting in conjunction with the tribal school superintendent for said Seminole Nation.

SEC. 14. As early as practicable after the close of the fiscal year the superintendent of schools in Indian Territory will submit an annual report to the Commissioner of Indian Affairs, giving a history of the work, progress, and events of the fiscal year, together with full statistics in regard to the points named in the preceding sections. This report should embody full data showing the expenditures on account of the schools herein provided for aided out of said fund.

Many of the incorporated towns that have not sufficient taxable property to enable them to maintain good public schools are disappointed at not being permitted to share in this appropriation, but, when it is remembered that this Territory is nearly as large as the State of Indiana, and that the rural portions of it are being rapidly filled with white people who are entirely destitute of any educational facilities, it may be readily seen that with the limited amount of aid furnished by this appropriation, many deserving neighborhoods must still be deprived of any financial aid. Petitions for aid have been coming in from all parts of the Territory during the past month, and at this time (August 1) we already have more appeals for assistance than can possibly be granted.

Out of this appropriation it was deemed advisable to first provide for the free attendance of white children in the 400 Indian day schools which have been in operation for several years, and for which schoolhouses have already been erected by local subscriptions. It is estimated that this will absorb about one-half of this appropriation, leaving us only about \$50,000 with which to establish new schools. Estimating the average annual cost of each of these new schools at \$333.33 $\frac{1}{3}$ , it will be seen that we shall not be able to establish more than about 150 new schools in the whole Territory.

The average country school district of the States contains about five square miles of land. When it is remembered that Indian Territory has land sufficient to make 6,180 separate districts of that size, it may readily be seen that with a few hundred schools we are powerless to meet the educational demands of this rapidly growing country.

#### WHAT OF THE FUTURE?

In reports of former years I have called attention to the urgent need of some school legislation for this Territory, based upon a practical knowledge of conditions, but as the time for closing up tribal affairs approaches this need of some sensible legislation seems to become more intensely urgent. The tribal agreements now in force provide that within the coming nineteen months all tribal funds should be distributed and all tribal relations extinguished. This means that all tribal school funds shall be abolished and all school buildings sold.

These same agreements provide that the Indian lands shall be nontaxable. How, then, it is time to seriously ask, are the 15,000 Indian children of the Territory to be educated after March, 1906? From whence will the \$450,000 which is now annually expended upon the education of these Indian children be obtained after tribal funds are abolished? What will then become of the 650 Indian orphans that are now being clothed, fed, educated, and cared for in these Indian academies? With tribal relations broken up, tribal funds distributed, and tribal lands allotted in severalty every Indian will be thrown upon his own resources—will be left to manage his own affairs and to fight life's battle alone. Education will then be more essential to his welfare than it has ever been. It does not require a very keen eye to discern that in this country the notorious "grafter" is constantly in search of the illiterate Indian. The educated Indian, to use a local phrase, is not considered "good pickin'." Practical education not only makes of the Indian a thinking, reasoning individual, but it also teaches him something of the responsibilities of life, something of the value of property and how it should be cared for, something of the necessity of providing for the future, something of his duties and relations to his family and his neighbors, while the uneducated full-blood, not being able to understand the nature of the changed conditions and increased responsibilities which will necessarily accompany the individual allotment of lands and distribution of tribal funds, will become the easy prey of the ever-present grafter or schemer. Much has been said and written about the deplorable condition of the whites of the Territory, but if the 450 tribal schools are to be abolished and the Indians left powerless to provide educational facilities for their children, as the whites now are, the situation will become doubly deplorable from an educational standpoint. It will surely require no argument—a mere presentation of actual facts and conditions should be sufficient—to induce Congress to furnish some substantial relief from present conditions and from the more deplorable predicament, toward which we are drifting. It takes some time to prepare for and inaugurate a system of schools in a large Territory, and it will be too late to wait until the tribal schools are abolished and all the school buildings sold. Radical legislation is needed at the earliest possible day in order that the present system of schools may be gradually merged into the future system, whatever it may be.

I attach hereto a summary of statistics and submit herewith the annual reports of the supervisors of the Creek, Cherokee, Choctaw, and Chickasaw nations.

Respectfully submitted.

JOHN D. BENEDICT,  
*Superintendent of Schools in Indian Territory.*

THE COMMISSIONER OF INDIAN AFFAIRS.

*Indian schools.*

	Enroll- ment.	Average attend- ance.	Months of school.	Annual cost.	Average cost per pupil.	Num- ber of em- ploy- ees.
<b>CHEROKEE.</b>						
Male seminary .....	241	152	9	\$18,915.00	\$124.45	12
Female seminary .....	260	190	9	21,743.00	114.45	13
Orphan academy .....	160	80	9	12,800.00	160.00	10
Colored high school .....	45	33	9	5,310.00	160.00	5
175 day schools .....	5,216	3,298	8	52,053.00	15.78	175
Total .....	5,922	3,753	-----	110,821.00	-----	215
<b>CHOCTAW.</b>						
Jones Academy (male) .....	142	109	9	15,245.00	139.86	12
Tushkahoma Academy (female) .....	127	110	9	15,572.00	141.82	12
Armstrong Academy (male orphan) .....	133	107	9	14,917.00	139.28	12
Wheelock Academy (female orphan) .....	103	99	9	13,127.00	132.60	10
10 small boarding schools .....	503	450	9	26,452.00	58.78	-----
160 day schools .....	2,791	1,680	9	31,478.00	18.73	160
Tuition of Choctaws in Chickasaw Nation .....	1,177	525	6	4,726.00	9.00	65
Total .....	4,976	3,080	-----	121,517.00	-----	271
<b>CREEK.</b>						
Eufala High School .....	98	63	8½	8,517.00	135.20	9
Creek Orphan Home .....	66	55	8½	7,266.00	132.12	8
Euclache Boarding School .....	113	75	8½	7,516.00	100.11	8
Wetumka Boarding School .....	132	62	8½	9,600.00	154.00	9
Coweta Boarding School .....	72	42	8½	4,945.00	115.06	7
Wealaka Boarding School .....	65	44	8½	4,995.00	113.54	7
Nuyaka Boarding School .....	97	75	8½	5,600.00	73.68	8
Tulahassee Boarding School (colored) .....	109	85	8½	8,609.00	101.29	9
Pecan Creek Boarding School (colored) .....	62	47	8½	4,242.00	90.26	5
Colored Orphan home .....	55	35	8½	2,773.00	79.23	4
49 day schools .....	1,673	841	8½	12,096.00	14.38	49
Total .....	2,547	1,424	-----	76,159.00	-----	123
<b>CHICKASAW.</b>						
Bloomfield Seminary .....	115	103	10	16,500.00	160.19	6
Collins Institute <sup>a</sup> .....	-----	-----	-----	-----	-----	-----
Harley Institute <sup>a</sup> .....	-----	-----	-----	-----	-----	-----
Rock Academy .....	67	47	10	5,300.00	112.77	3
Orphan home .....	100	88	10	17,237.00	195.88	5
15 day schools <sup>a</sup> .....	-----	-----	-----	-----	-----	-----

<sup>a</sup> No report.

Public schools, Indian Territory.

Town.	Superintendent or principal.	Teachers.		Number of months of school.	Enrollment.							
					Whites.		Indians.		Negroes.		Total.	
		Male.	Female.		Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.
Ada	Jos. C. Adamson	2	0	5½	947	867	7	2			354	369
Alderson	H. S. Deem	2	1	6½	81	70	6	1	54	51	141	122
Antlers	Erskim Brantly	2	2	8½	88	100	10	9			98	109
Ardmore	W. H. Buck	2	27	7	664	702	9	13	155	160	828	875
Atoka	E. M. Spain	1	4	6½	111	101	17	17	30	29	158	147
Bristow	J. G. Castleberry	1	5	5	140	160					140	160
Caddo	Robert Swann	1	4	6	141	132	19	21	32	28	192	181
Center	R. J. Brandon	1	1	8	54	66	10	4			64	70
Centralia	Professor McManaman	1	2	6	75	97	18	20			93	117
Coalgate	J. C. Tucker	2	9	7	464	359	4	3	22	22	490	384
Comanche	J. W. Campbell	3	3	8	166	171					166	171
Cumberland	R. E. Grace	2		7	48	45	13	7			61	52
Davis	R. M. Burnham	1	5	6	182	153	8	9			190	162
Duncan	Chas. L. Brooks	2	6	7	241	247					241	247
Eufaula	James B. Pike	2	1	7½	62	49	5	9	31	33	98	91
Fairland	Frank P. Marsh	1	1	9	84	92	22	34			106	126
Heavener	J. E. Malone	1		10	35	40		1			36	41
Hickory	James L. Weems	3	2	8½	98	120					98	120
Holdenville	J. R. Trisler	2	6	8	253	241	10	10			263	251
Marietta	James J. Scarborough	1	5	9	140	160	18	18			158	178
Marlow	Albert B. Fincher	3	3	8	169	175	9	15			178	190
McAlester	Thos. F. Pierce	2	3	7½	154	174	3	1			157	175
Miami												
Muskogee	S. B. Trent	1	17	9	368	410	2	2	172	220	542	632
Pauls Valley	Jas. M. Osborn	1	7	8	237	258	16	19			253	277
Poteau	E. L. Rodman	1	3	7	200	187	3	5			203	192
Pryor Creek	R. B. Garrett	1	4	8	113	112	50	50			163	162
Purcell	W. H. Woods	3	10	9	286	146	20	20	67	62	373	228
Roff	E. E. Matthews	2	3	5	145	127	11	10			156	137
Rush Springs	M. J. Collins	1	2	6	93	91	4	6			97	97
Sapulpa	L. E. Brous	2	7	8	281	279					281	279
South McAlester	Wm. Gay	2	16	8	456	505	6	6	107	125	569	636
Spiro	W. A. Hill	1	1	9	80	60	14	12			94	72
Sulphur	A. L. Vandiver	1	4	9½	175	175					175	175
Tulsa	L. J. Barton	3	9	9	409	366	4	2	27	12	440	380
Westville	Gean Finley	1	1	9			28	40			28	40
Wetumka	A. McDonald	1	4	7½	162	150	1	1			163	160
Total		60	187	273½	6,802	6,696	348	367	697	742	7,847	7,805

## Public schools, Indian Territory—Continued.

Town.	Expenditures.				Receipts.					Value of buildings and grounds.
	Em- ployees' salaries.	New buildings.	Repairs, fuel, fur- niture, etc.	Total.	Tuition.	Taxation.	Bonds.	Donations, etc.	Total.	
Ada.....	\$3,331.00		\$550.00	\$3,881.00	\$81.00	\$3,800.00			\$3,881.00	\$7,000.00
Alderson.....	852.80		30.00	882.80	835.00			\$47.80	882.80	1,000.00
Antlers.....	668.00		95.00	763.00	738.12 <sup>a</sup>			267.50	1,005.62 <sup>a</sup>	1,500.00
Ardmore.....	10,047.00	\$30,000.00	1,800.00	41,847.00	104.00	13,000.00			13,104.00	40,000.00
Atoka.....	1,795.00	3,500.00	1,000.00	6,295.00	144.63	1,300.00			1,639.63	(a)
Bristow.....	1,450.00	6,809.00	380.00	8,639.00	50.00	3,525.00	\$8,075.00	195.00	11,550.00	9,000.00
Caddo.....	1,504.00	90.00	10.00	1,604.00	80.35	1,250.00		69.00	1,399.35	(b)
Center.....	1,000.00	1,500.00	340.00	2,840.00	850.00			110.00	960.00	2,000.00
Centralia.....	592.00		390.00	982.00	100.00	800.00			900.00	500.00
Coalgate.....	4,033.85			4,033.85	90.80	5,795.26			5,886.06	
Comanche.....	1,995.00		425.00	2,420.00	150.00	2,500.00			2,650.00	15,000.00
Cumberland.....	639.00			639.00	560.00			79.00	639.00	900.00
Davis.....	1,650.00	400.00	50.00	2,100.00	350.00	2,000.00			2,350.00	2,500.00
Duncan.....	2,714.00		408.25	3,122.25	449.45	2,638.00		66.00	3,153.45	5,000.00
Eufaula.....	970.00			970.00		968.84			968.84	3,000.00
Fairland.....	639.00		96.00	735.00	66.50	668.50			735.00	2,000.00
Heavener.....	600.00		50.00	650.00	300.00				600.00	
Hickory.....	1,520.00	7,000.00	1,250.00	9,770.00	1,400.00				1,400.00	10,000.00
Holdenville.....	4,520.00	10,000.00	2,100.00	16,620.00	50.00	4,000.00	10,200.00		14,250.00	15,000.00
Marietta.....	2,490.00	150.00	665.00	3,305.00	662.00	2,761.00			3,423.00	2,500.00
Marlow.....	2,600.00		145.00	2,745.00	700.00	2,500.00		90.00	3,290.00	2,000.00
McAlester.....	2,518.00		120.00	2,638.00		2,635.00			2,635.00	2,500.00
Miami.....	3,290.00	827.68	250.24	4,367.87	171.24	5,871.88			6,043.07	
Muskogee.....	10,150.00	82,000.00	3,400.00	95,550.00		16,000.00	80,000.00		96,000.00	(c)
Pauls Valley.....	3,400.00		550.00	3,950.00	248.80	4,050.00			4,298.80	4,000.00
Poteau.....	1,670.00		75.00	1,745.00	80.00	2,200.00			2,280.00	6,000.00
Pryor Creek.....	1,335.00		600.00	1,935.00	50.00	1,800.00			1,850.00	4,000.00
Purcell.....	5,665.00			5,665.00						
Roff.....	1,325.00	100.00	225.00	1,650.00	620.00	1,225.00			1,845.00	5,000.00
Rush Springs.....	900.00		75.00	975.00	76.35	873.65			950.00	1,000.00
Sapulpa.....	3,840.00	15,000.00	1,420.00	20,260.00	25.00	5,500.00	15,000.00		20,525.00	20,000.00
South McAlester.....	8,063.50	1,830.00	497.00	10,390.50	223.00	8,469.50		2,000.00	10,692.50	26,000.00
Spiro.....	973.00			973.00	710.00			263.00	973.00	1,000.00
Sulphur.....	600.00		520.00	1,120.00						
Tulsa.....	5,405.00	577.75	1,477.64	7,459.39	40.00	7,514.15			7,554.15	9,500.00
Westville.....	240.00	3,108.58	477.75	3,827.31	240.00	1,000.00			1,240.00	3,284.58
Wetumka.....	1,449.90	100.00	490.00	2,039.90	49.80	2,123.65			2,173.45	1,500.00
Total.....	96,435.05	162,993.94	19,761.88	279,190.87	10,293.84 <sup>a</sup>	107,069.38	113,275.00	3,187.30	233,825.52 <sup>a</sup>	202,684.56

<sup>a</sup>Burned.<sup>b</sup>Owned by other parties.<sup>c</sup>Not yet finished.<sup>d</sup>Rent.



*Denominational and private schools.*

Name of school.	Location.	President or principal.	When estab- lished.	Receipts.				Expenses.			Total.
				Church	Tuition.	Other sources.	Total.	Salaries.	New buildings.	Other expenses.	
Ketchum	Alluwe.	Mrs. Rosa Lovell	1898								
St. Agnes's	Antlers	Sister Mary Antoinette.	1897	\$400.00	\$188.00	\$188.20	\$776.20			\$850.05	\$850.05
Chelsea Academy	Chelsea	G. A. Bearden	1891	15.00	2,000.00	75.00	2,080.00	\$2,000.00		90.00	2,090.00
Choteau Academy	Choteau	P. O. McEntire	1902		500.00	276.00	776.00	733.00		43.00	776.00
Calvin Institute	Durant	Ebenezer Hotchkin	1898		8,180.00	400.00	8,580.00	3,035.00		525.00	8,560.00
Friends'	Hillside	Daniel W. Lawrence	1896	690.00			690.00	640.00			640.00
Kelso	Kelso	Florence Criswell	1898		100.00	30.00	130.00	100.00		18.00	118.00
Dwight Mission	Marble.	F. L. Schaub	1885	2,500.00	100.00		2,600.00	2,500.00		100.00	2,600.00
El Meta Bond College	Minco	Meta Chestnutt	1889		5,925.96	170.50	6,096.46	3,549.00		2,279.79	5,828.79
Nazareth College	Muskogee	Brother Maurice	1903								
Henry Kendall College	do	A. Grant Evans	1894	10,850.00	4,500.00		15,350.00	7,600.00	\$750.00	7,000.00	15,350.00
Spaulding Female Col- lege.	do	Theo. F. Brewer	1881								
Bacone Indian Univer- sity.	do	John H. Scott	1880	6,000.00	496.73	9,572.11	16,068.84	6,900.00	15,000.00	8,672.64	30,572.63
Lutheran Mission	Oaks	Rev. N. L. Nielsen	1902	785.00			785.00	785.00			785.00
St. Elizabeth's	Purcell	Sister Mary Patricia	1889		723.90	7,292.77	8,016.67	1,700.00			8,501.05
Shady Point	Shady Point	Lillah P. Read	1896	135.00	90.00	28.25	253.25			12.50	12.50
Sterrett Institute	Sterrett	E. L. Newman	1900		1,500.00		1,500.00	1,500.00		2.00	1,502.00
Cherokee Academy	Tahlequah	Rev. W. J. Pack	1885		1,077.10	8,103.60	9,180.70	2,775.61	6,647.10	3,121.47	12,644.18
Willie Halsell College	Vinita	Charles Van Hulse	1897							800.88	3,448.31
Indianola College	Wynnewood	Walter S. Dugger	1888		2,865.37	3,039.68	5,905.05	2,647.43		1,320.00	3,448.31
		B. B. Cobb	1902		1,780.00	1,500.00	3,280.00	1,330.00			3,280.00
Total				21,375.00	25,007.06	30,676.11	77,058.17	37,795.04	22,397.10	24,635.33	92,358.81

*Denominational and private schools—Continued.*

Name of school.	Teachers.		Months of school.	Value of building and grounds.	Enrollment.					
	Male.	Fe-male.			Whites.		Indians.		Total.	
					Male.	Fe-male.	Male.	Fe-male.	Male.	Fe-male.
Ketchum.....		1	9	\$250	32	25	23	19	55	44
St. Agnes'		1	9		19	12	6	17	25	29
Chelsea Academy.....	1	3	9½	5,000	37	38	43	47	80	85
Choteau Academy.....	1	1	9½	2,500	36	40	17	23	53	63
Calvin Institute.....	3	2	9	17,700	51	54	76	75	127	129
Friends'	1	3	9	6,000	25	31	44	27	69	58
Kelso.....		1	4	400	13	12	4	2	17	14
Dwight Mission.....	1	4	8½	10,000	27	25	24	11	51	36
El Meta Bond College.....	2	3	8	10,000	37	28	18	22	55	50
Nazareth College.....					20		15		35	
Henry Kendall College.....	4	10	9	75,000	134	91	29	16	163	107
Spaulding Female College.....	3	12	9	75,000	78	131	28	39	106	170
Bacone Indian University.....	3	8	9	100,000	60	65	25	27	85	92
Lutheran Mission.....		1	9	300	21	16	17	22	38	38
St. Elizabeth's.....		6	10	25,000		6		64		70
Shady Point.....		1	9	800	42	24	2	1	44	25
Sterrett Institute.....	2	1	8½	5,000	120	70	29	4	149	74
Cherokee Academy.....	2	5	9	25,000				154		154
Sacred Heart Institute.....		4	9		16	20	27	42	43	62
Willie Halsell College.....	3	5	9	100,000	68	73	50	64	118	137
Indianola College.....	3	2	9	20,000	42	31	4	6	46	37
Total .....	29	74	175	657,750	878	792	481	682	1,359	1,474

## REPORT OF CREEK SCHOOL SUPERVISOR.

## OFFICE OF SCHOOL SUPERVISOR FOR CREEK NATION.

*Muskogee, Ind. Ter., August 1, 1904.*

SIR: I have the honor to present the sixth annual report of this office.

During the past year general health conditions throughout the country have been more favorable than for several years previous. The disaffection of that element popularly known as "The Snakes," who continue their pathetically futile struggle to go back to the old Indian life, broke up three schools. While noncitizen children attending Creek schools have been required to pay tuition and furnish their own books, it has always been difficult to make the Indians understand that their funds were not used for educating white children. The greatest prejudice against noncitizens has been, however, in the colored schools. In some of the colored neighborhoods, where the citizens are very closely grouped near little towns and where there are many "State raised" colored people, there was much jealousy, the citizen negroes not being willing that any of the time of the teacher should be given to other than their own children. A movement which originated in two of these colored rural schools resulted in the hasty passage of a resolution by the Creek council directing their national superintendent of schools to instruct the discontinuance of all noncitizen children attending Creek schools.

Without consultation with me or instructions from yourself, he at once sent a circular letter of instructions to teachers directing them to dismiss all noncitizen pupils. A few teachers wrote this office for instructions and were told that they might continue to teach noncitizens. In the majority of the schools, however, the noncitizens were excluded just when they had become fairly interested in their school work. The friendliness of children on the playground, with the practical language lessons thus given, are of no less value to the Indian child than the example set by the greater initiative and self-confidence of the white child in the schoolroom. Many Indian children felt aggrieved that the white friends they had made were no longer in the schoolroom, and decided that they did not want to go to school themselves. While the average attendance, as shown in the statistical reports of the schools, does not show the large gain that would otherwise have been reported, I believe that this ill-advised action of the Creek superintendent was really beneficial in its effect upon the Indians, for they saw afterwards what a mistake had been made. This realization has paved the way for a more harmonious relationship in the new plan now to be

inaugurated in our school system. The appropriation of \$100,000 by Congress, making provision for noncitizen children in the tribal schools, will be an inestimable boon to many thousands of children. If those who made the appropriation could have understood the needs, I am sure the amount would have been much larger. Unfavoring agricultural conditions for two years had reduced a large proportion of the renter class of the Territory to straits that made self-help in the direction of schools impossible and at the same time precluded a removal to localities where there were free schools. Petitions bearing the names of thousands of children have to be answered negatively because of the inadequacy of the appropriation.

Each year sees an improvement in the quality of our teaching force in the rural schools. Better qualified teachers are usually more faithful in their performance of duty, and absence of a teacher from duty or hours shortened by tardiness or early dismissal are notably exceptional now.

The average attendance in the boarding schools shows an increase as well as that in the neighborhood schools. In most of these schools there has been a creditable gain along the lines of industrial training. This has, perhaps, been most noticeable in the three colored boarding schools. At Tullahassee the students and their friends have organized a stock company and purchased a printing press and two typewriters for purposes of practical instruction. Here and at the colored orphan home the boys, in addition to the farm work, have done some carpentering, etc. The girls in almost all the boarding schools furnished very creditable exhibits of their handiwork for the St. Louis exposition.

In order that our teachers might be enabled to attend the World's Fair, our summer normals were shortened this year. The attendance and interest were quite satisfactory. We were especially favored in having the practical and inspiring lectures of Professor Gillan.

Condensed school statistics are herewith submitted.

With sincere appreciation of the helpful instructions and rulings from yourself, to which I am so deeply indebted, the foregoing report is respectfully submitted.

ALICE M. ROBERTSON,  
*School Supervisor, Creek Nation.*

Hon. JOHN D. BENEDICT,  
*Superintendent of Schools in Indian Territory.*

#### BOARDING SCHOOLS—CREEK NATION.

Name of school and superintendent.	Expenditures.			Students enrolled.			Average attendance.	Per capita expense.	
	Salaries of employees.	Other.	Total.	Male.	Female.	Total.		Per annum.	Per month.
Enfaula High School, William H. Lester.....	\$2,725.00	\$5,792.25	\$8,517.25	58	40	98	63	\$135.20	\$15.90
Wetumka Boarding School, Charles P. Hicks.....	2,652.50	6,947.50	9,600.00	80	52	132	62½	154.00	18.00
Euclhee Boarding School, George A. Trotter.....	2,117.50	5,899.47	7,516.97	67	51	118	75½	99.50	11.70
Creek Orphan, T. W. Kennedy.....	2,217.50	5,049.16	7,266.66	33	33	66	55	132.12	14.68
Coweta Boarding School, James C. Pinson.....	1,632.50	3,312.78	4,945.28	40	32	72	42½	115.06	13.50
Wealaka Boarding School, Edward Swengel.....	1,632.50	3,363.24	4,995.74	28	37	65	44	113.54	13.30
Tullahassee Boarding School, J. E. Johnson.....	2,712.50	5,897.13	8,609.63	47*	62	109	85	101.29	11.90
Pecan Creek Boarding School, J. P. Davidson.....	1,520.00	2,722.50	4,242.50	30	32	62	47	90.26	10.60
Colored Orphan Home, Alexander H. Mike.....	1,107.50	1,665.52	2,773.02	23	32	55	35	79.23	9.30
Nuyaka Boarding School, John M. Robe.....	(a)	3,600.00	-----	48	49	97	75½	b73.68	(b)

\* Employees are paid by Presbyterian Board of Home Missions.

b Expense per pupil from Creek funds.

## NEIGHBORHOOD SCHOOLS.

	Number of schools.	Students enrolled.			Attendance.		Salaries of teachers.	Cost of tuition.		Number of months of school.
		Male.	Female.	Total.	Average.	Average per school.		Per pupil.	Per pupil per month.	
Indian .....	26	353	337	690	337	13 1/2	\$6,075.25	\$17.00	\$2.00	8 1/2
Colored.....	23	488	495	983	504	22 1/4	6,020.50	11.75	1.38	8 1/2

## NONCITIZENS ATTENDING NEIGHBORHOOD SCHOOLS.

	Male.	Female.	Total.	Average attendance.
White .....	171	142	313	146
Colored .....	77	125	202	93

## SUMMARY.

Enrolled in boarding schools:	
Indian .....	648
Colored .....	226
Enrolled in neighborhood schools:	
Indian .....	690
Colored .....	983
White .....	313
Noncitizen, colored .....	202
Total enrollment in Creek schools .....	3,062

## REPORT OF CHEROKEE SCHOOL SUPERVISOR.

OFFICE OF SCHOOL SUPERVISOR FOR CHEROKEE NATION,  
*Tahlequah, Ind. Ter., August 1, 1904.*

SIR: I have the honor to submit my sixth annual report as supervisor of schools for the Cherokee Nation:

In accordance with the desire of the President and the honorable Secretary of the Interior I will make it brief, and for fuller statements of conditions and necessities of the school system refer you to reports of 1902 and 1903. There has been a steady gain in schools and educational interest since I came into the work, and this has been accelerated the past year. The high schools have maintained their good standing in attendance, efficiency, and number of graduates. There were 23 graduates from the seminaries, the same as last year, and the 3 graduates from the colored high school were, I believe, the first persons of their race to receive diplomas from any school in the Indian Territory. These schools were in session nine calendar months.

The number of day school teachers was increased from 150 to 175. Twenty-five of these were placed in the graded schools of the incorporated towns, and there were admitted to the various grades of these schools 1,145 Cherokee pupils, with an average yearly attendance of 884, or 77 per cent of the enrollment. We thus carried 45 Cherokee pupils to each teacher paid for. This satisfactory arrangement gives to the Cherokee child in most every part of the nation good school facilities and it avoids the necessity of doing so much grade work in the seminaries and overcrowding them as we had to do a couple of years ago. Of the day schools we have 27 denominated "full-blood," that are attended almost exclusively by children who at home use the Cherokee language and mostly do not understand the English. In these schools were enrolled 660 children, and their average attendance was 400, or 60 per cent of enrollment. I ask your attention to this, as an excellent showing in connection with all reports about and influences of the so-called conservative full-blood. A goodly number of others were enrolled in the seminaries. We also had 17 schools for the freed-men. In these we enrolled 821 and had an average attendance of 534, or 65 per cent of enrollment. Our 175 day school-teachers enrolled 5,216 pupils and maintained an average attendance of 3,298, or 63 per cent of enrollment. This

high per cent of average attendance in schools mostly in the country is highly creditable to the intelligence and awakened public spirit of the Cherokee people throughout their citizenship. There was paid for salaries of these teachers for the eight calendar months the schools were in session the sum of \$52,053.15. The last school bill passed by the Cherokee council appropriated for the neighborhood schools \$54,000, and we lacked \$1,946.85 of using that amount. With an average attendance of 3,298 the cost for tuition per pupil per month was \$1.98.

#### THE HIGH SCHOOLS.

The reports show very satisfactory general conditions and work at these institutions. They were in session nine calendar months. The enrollment at the male seminary was 241, with an average attendance of 152. Twelve young men graduated, making the largest class in the history of the institution. All of the young men are regarded as faithful, reliable students, and of excellent habits and character. There was collected from the students for board the sum of \$6,266.70; paid for salaries, \$6,386.66; other expenses, \$12,529.25; deducting receipts for board the net cost is \$12,649.21. Enrollment, 241; average attendance, 152; total cost per pupil, \$124.45; net cost per pupil per month, \$9.25.

The enrollment at the female seminary was 260, and the average attendance 190.6. A class of 11 charming, cultured young women were graduated this year. In the past three years more than three score young men and women have graduated from these institutions. They have come from prominent families in every part of the nation and will prove a stay to their people in years to come. One encouraging feature is the growing feeling of self-dependence. The two boys at the head of the class of 12 worked their way through, meeting the requirement for board and all other expenses by their own toil.

There was collected for board at the female seminary \$8,019.65; paid for salaries, \$7,775; other expenses, \$13,967.89; net outlay, \$13,723.24. Enrollment, 260; average attendance, 190; total cost per pupil, \$114.45; net cost per pupil per month, \$8.03.

The orphan school has had a sad year. Its splendid building, containing a central structure and three wings, with furnishing and equipment for faculty, employees, and children, was entirely destroyed by fire on November 17, 1903. The contents of the building were consumed. The fire was at midday. All of the 160 children in the institution at the time were saved unharmed. Most of the children were taken care of by relatives and friends. Through the special kindness of Mr. W. T. Whittaker, of Pryor Creek, we were allowed the use of the Whittaker Orphan Home for six months, where a home and school for 50 of the most needy orphans were kept. Some 30 of the largest boys and girls were placed in the seminaries and kept in school the remainder of the year. Under authority of an act of the national council, we moved the inmates of the insane asylum to the old national jail at Tahlequah after it had been well fitted for an insane hospital, and we repaired, repainted, refitted, and refurnished the old asylum and have it now in use for our orphanage. It is well suited to the purpose, though not so large as the old institution at Salina.

The attendance at the orphanage before the fire was 160. All records and books were burned. The average attendance in temporary quarters since the fire has been 50; the enrollment 55. There was an insurance of \$27,333 on the building that was burned, but no insurance on the contents. There was paid out the past year for salaries \$4,670; other current expenses, \$8,130.55; repairs after the fire, \$4,762.19; cash received for board of teachers, \$139.15.

The colored high school has had much the best year of its experience. Pupils have remained in the school until some of them are out of the grade work, and 3 were graduated. The small capacity of this school was utilized to the full. The enrollment was 45, and the average attendance 33.5. There was paid for salaries \$1,830; other expenses, \$3,480.85; collected for board, \$593.85; net cost per pupil per month, \$15.64.

#### THE SUMMER NORMAL.

We held a normal school two weeks from June 6 in two sections. The Cherokee normal at the female seminary enrolled 225 and the colored normal 30, a total of 255. Eminent educators gave most practical and helpful lectures. Teachers were required to read a book on nature study and to take examinations on all common school branches. The normal in its work and educational effects was most gratifying. One direct result is we licensed 233 teachers and



are enabled to start our schools with a corps of teachers with whom we have some acquaintance and personal knowledge of their qualifications. One result of our five annual normals is we have been able to train and use in the service a large number of Cherokee citizens. The number of qualified teachers has increased from year to year. We have appointed this year the largest number of Cherokees ever employed in the service, and every qualified citizen applicant has been employed. Of 228 teachers now appointed to neighborhood schools, more than two-thirds, or 156, are Cherokee citizens. The number in the faculties of the high schools only has been diminished. Here special qualifications and training are necessary and we have employed persons best suited to the requirements.

#### THE CHEROKEE NATIONAL INSANE ASYLUM.

For the past four years I have had supervision of the insane asylum. The institution was situated 6 miles south of Tahlequah. There have been from 11 to 14 inmates during this period. When I first visited the place it was in an exceedingly unsatisfactory and unsanitary condition. After the destruction by fire of the orphan asylum at Salina, the national council authorized the repair and use of the national jail at Tahlequah for an insane hospital, and the equipment of the old insane asylum for an orphanage, and the transfer of both institutions. This has been done and both are comfortably and healthfully housed. The cost on the orphanage was \$4,762.19. The cost of fitting for the insane hospital was \$350. The present superintendent, Mr. E. C. Alberty, is capable, energetic, and faithful. The inmates are well fed and maintained in comfortable circumstances. The institution is in immediate charge of a visiting physician, a superintendent, matron, nurse, cook, laundress, and workhand. There was paid out the past year for salaries \$1,783.25; repairs, \$350; other expenses, \$1,655.92. Twelve inmates were cared for.

#### FINANCIAL STATEMENT.

There has been paid for various purposes as follows:

Primary schools -----	\$52,053.15
Schoolbooks -----	3,492.70
High schools -----	63,532.39
Board of education -----	2,599.80
Insane asylum -----	3,789.17
Total -----	125,467.21
Amount collected for board at the high school -----	15,050.85

#### STATEMENT BY THE PRINCIPAL CHIEF.

Hon. William C. Rogers, principal chief of the Choctaw Nation, in his annual message to the national council, delivered to a vast concourse of people, including both houses of the council, the faculties and students of both seminaries, on November 6, 1903, made extended remarks on education and the schools. He concluded the subject by saying:

Inasmuch as the educational department has been thoroughly systematized by rules and regulations adopted by the Cherokee board of education and the supervisor of schools for the Cherokee Nation and the superintendent of schools for the Indian Territory and approved by the Secretary of the Interior, and under these rules and regulations each item of expense is closely scrutinized and vouchers required therefor, I suggest that it would be inadvisable for the national council to interfere with this system, which is now in successful operation, but permit the schools to be run under the rules and regulations adopted, as the Secretary of the Interior is already authorized under section 34 of the Cherokee agreement to "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," and he is also authorized under section 36 to use the interest arising from the Cherokee orphan fund for maintaining the orphan asylum.

Under the rules and regulations made by the honorable Secretary of the Interior, all of the moneys paid from the school fund and orphan fund have been paid only after the claims have been carefully examined and approved, and requisitions issued for the payment of the same have been signed by the Cherokee school board, the United States supervisor of schools, and the superintendent of schools in the Indian Territory. Upon these requisitions the principal chief has issued orders for the payments named in the requisitions upon the Secretary of the Interior for payment. These orders for payment are approved and registered by me before they are paid by the United States Indian

agent. The warrants drawn on the insane fund are paid upon my approval and register.

## CONGRESSIONAL APPROPRIATION.

The Congress, by an act approved April 21, 1904, appropriated for educational purposes in the Indian Territory the sum of \$100,000. The general publication of this fact caused interest and action among the people in many neighborhoods, and they have petitioned for the establishment of schools and the pay of teachers. One hundred and seventy-five such petitions are already on file. Sixty-five of the most urgent petitions contain the names of 1,474 Cherokee and 3,649 noncitizen children of school age, or an average of 78 pupils to each of the selected neighborhoods. I make these advance statements to indicate the necessity for a largely increased appropriation next year.

I wish to record my hearty appreciation of your seasonable oversight and assistance during the progress of the year's work.

BENJAMIN S. COPPOCK,

*United States School Supervisor for the Cherokee Nation.*

HON. JOHN D. BENEDICT,

*Superintendent of Schools in the Indian Territory.*

## REPORT OF THE CHOCTAW SCHOOL SUPERVISOR.

OFFICE OF SCHOOL SUPERVISOR, CHOCTAW NATION,  
*South McAlester, Ind. Ter., August 8, 1904.*

SIR: My fourth annual report of the schools of the Choctaw Nation is respectfully submitted.

There is nothing of special interest that can be added to the former reports of the schools.

In the management and general administration of the schools there has been uniform harmony. The attendance has been good, the interest manifested by the teachers and parents has been good, and, all things considered, the year's work has been one of gradual improvement.

The attendance in the academies has been much better this year than in former years. For some time after the Government took charge of the schools it took some time, at the beginning of school, to secure a full attendance, but during the past two years it has been necessary to send quite a number of children home on account of not having room to accommodate them.

The work of the teachers and other employees has been very satisfactory, and but few changes have been necessary.

The small boarding schools have been well managed by the superintendents, and we have made special efforts to secure teachers suitable for these remote schools. There have been 8 of these small boarding schools in operation, with an enrollment of 503 and a total attendance of 99,418.

There were 2,791 Indian children and 8,078 white children enrolled in our neighborhood or day schools. The white children attend these schools by paying a small tuition to the teacher. Of the 160 schools there were only 10 in which white children did not attend.

Heretofore our normals have been held for four weeks, and teachers have been required to enter into regular school work, but this year, inasmuch as many of our teachers desired to attend the World's Fair and the National Educational Association, we thought it advisable to hold the normal one week instead of four. One hundred and eighty-five teachers attended during the entire week and listened attentively to the lectures of four able educators.

A tabulated statement follows:

*Academies.*

TUSKAHOMA FEMALE ACADEMY.

Employee.	Position.	Race.	Age.	Monthly salary.	Amount received.
Andrew G. Gladney.....	Superintendent.....	White.....	33	Contract.	\$9,707.12
Amanda Eld.....	Principal teacher.....	do.....	29	\$100.00	900.00
Francile Battenberg.....	Assistant teacher.....	do.....	23	60.00	526.00
Blanche Jarrell.....	do.....	do.....	31	60.00	386.77
Vivia Morgan.....	do.....	do.....	18	50.00	335.22
Angie V. Lynch.....	do.....	do.....	25	60.00	127.74
Amy Theurer.....	Music teacher.....	Indian.....	19	50.00	441.88
Mattie B. Mitchell.....	Matron.....	do.....	25	50.00	446.77
Ruth McRaven.....	Assistant matron.....	White.....	27	40.00	80.00
Pauline Fewell.....	Seamstress.....	do.....	23	50.00	440.16
Bess M. Severs.....	Assistant seamstress.....	Indian.....	21	50.00	424.19
Chas. S. Conley.....	Cook.....	Negro.....	32	50.00	450.00
Charles C. Ross.....	Engineer.....	White.....	22	50.00	446.67
Georgia Conley.....	Laundress.....	Negro.....	22	40.00	360.00
W. W. Helms.....	Janitor.....	White.....	30	35.00	105.00
Gussie Hayes.....	Assistant matron.....	do.....	33	40.00	280.00
Percy Holman.....	Janitor.....	do.....	22	35.00	105.00

Pupils enrolled.....	127
Total days attendance.....	29,660
Average attendance.....	109.8
Total salaries paid.....	\$5,865.40
Total other expenses.....	\$9,703.12
Total annual cost.....	\$15,572.52
Annual cost per pupil.....	\$141.82
Cost per pupil per month.....	\$15.64

JONES MALE ACADEMY.

Employee.	Position.	Race.	Age.	Monthly salary.	Amount received.
Sam L. Morley.....	Superintendent.....	White.....	34	Contract.	\$9,656.99
J. G. Masters.....	Principal teacher.....	do.....	30	\$100.00	896.67
Herman H. Rusch.....	Assistant teacher.....	do.....	25	60.00	540.00
Cynthia Rainey.....	do.....	do.....	31	60.00	232.19
M. Annie de Lashmutt.....	do.....	do.....	29	60.00	300.00
Birdie M. Boyd.....	do.....	do.....	25	60.00	538.00
Mrs. Anna M. Fears.....	Matron.....	do.....	49	50.00	453.34
Ethyl Sloan.....	Assistant matron.....	do.....	23	40.00	365.33
Alice Fleming.....	Seamstress.....	do.....	33	50.00	450.00
Mrs. J. B. Wallis.....	Assistant seamstress.....	do.....	21	40.00	965.33
James S. Brock.....	Engineer.....	do.....	31	50.00	456.67
Mary F. Pamplin.....	Cook.....	Negro.....	30	50.00	456.67
Katie Foster.....	Laundress.....	do.....	29	40.00	360.00
James Phillips.....	Janitor.....	White.....	34	35.00	68.83
Marion M. Prewett.....	do.....	do.....	21	35.00	105.00

Pupils enrolled.....	142
Total days attendance.....	29,445
Average attendance.....	109
Total salaries paid.....	\$5,539.03
Total other expenses.....	\$9,656.99
Total annual cost.....	\$15,245.02
Annual cost per pupil.....	\$139.86
Cost per pupil per month.....	\$15.54

## Academies—Continued.

## ARMSTRONG MALE ORPHAN ACADEMY.

Employee.	Position.	Race.	Age.	Monthly salary.	Amount received.
Wallace B. Butz.....	Superintendent .....	White.....	33	Contract.	\$9,490.62
Gabe E. Parker.....	Principal teacher .....	Indian.....	24	\$100.00	896.67
Will H. Long.....	Assistant teacher .....	White.....	21	60.00	540.00
Mary Morley.....	do .....	do .....	33	60.00	540.00
Mrs. Gabe E. Parker.....	do .....	do .....	23	60.00	140.00
Lottie Lee Waters.....	do .....	do .....	24	50.00	353.33
Lillian Risner.....	Matron .....	Indian.....	22	50.00	498.39
Ora Gordon.....	Assistant matron .....	White.....	25	40.00	360.00
Dona Gardner.....	Seamstress.....	Indian.....	21	50.00	528.39
Sophronia Knight.....	Assistant seamstress .....	White.....	51	40.00	360.00
George McBath.....	Cook .....	Negro.....	40	50.00	600.00
Sarah McBath.....	Laundress .....	do .....	30	35.00	315.00
T. G. Allen.....	Janitor.....	White.....	26	35.00	315.00

Pupils enrolled.....	133
Total days attendance.....	28,939
Average attendance.....	107.1
Total salaries paid.....	\$5,426.78
Total other expenses.....	\$9,490.62
Total annual cost.....	\$14,917.40
Annual cost per pupil.....	\$139.28
Cost per pupil per month.....	\$15.47

## WHEELOCK FEMALE ORPHAN ACADEMY.

Employee.	Position.	Race.	Age.	Monthly salary.	Amount received.
Clide H. Bushnell.....	Superintendent .....	White.....	29	Contract.	\$8,769.65
Kate K. Knight.....	Principal teacher .....	do .....	34	\$80.00	707.67
Elizabeth Duncan.....	Assistant teacher .....	do .....	19	50.00	450.00
Ella M. Damon.....	do .....	do .....	23	50.00	446.77
Sarah Hibbard.....	Matron .....	do .....	53	50.00	600.00
Maud Bushnell.....	Assistant matron .....	do .....	25	40.00	353.67
Gussie Hayes.....	Seamstress.....	do .....	33	50.00	100.00
Katherine Hibbard.....	Assistant seamstress .....	do .....	21	40.00	274.67
Katie Durant.....	Cook .....	Negro.....	41	40.00	360.00
Amanda Burton.....	Laundress .....	do .....	41	35.00	315.00
James V. Griffin.....	Janitor.....	White.....	35	35.00	35.00
George W. Tyler.....	do .....	do .....	28	35.00	280.00
Nettie Bradley.....	Assistant seamstress .....	do .....	28	40.00	80.00
Ruth McRaven.....	Seamstress .....	do .....	27	50.00	350.00

Pupils enrolled.....	103
Total days attendance.....	26,731
Average attendance.....	99
Total salaries paid.....	\$4,357.78
Total other expenses.....	\$8,769.65
Total annual cost.....	\$13,127.43
Annual cost per pupil.....	\$132.60
Cost per pupil per month.....	\$13.62

## Small boarding schools.

Superintendent.	School.	Enroll-ment.	Days of attend-ance.	Amount received.
Silas L. Bacon.....	Old Goodland .....	68	14,543	\$3,340.69
George W. Bell.....	Sardis .....	40	7,221	1,657.11
Joseph Garside.....	Stringtown .....	29	2,963	673.86
Edwin H. Rishel.....	Murrow Orphan Home .....	79	21,159	8,485.91
Dixon J. McClure.....	Goodwater .....	36	6,902	1,584.50
Ebenezer Hotchkiss.....	Calvin Institute .....	110	23,940	5,495.77
Simon H. Woods.....	Lenox .....	17	835	190.59
Emmett K. Gills.....	Gills .....	39	6,754	1,550.57
John W. Burgoyne.....	Big Lick .....	52	9,209	2,112.96
M. W. Leflore.....	Chishoktok .....	33	5,892	1,355.48
Total.....		503	99,418	26,452.44

## Neighborhood schools.

Teacher.	Post-office.	School.	Race.	Age.	Birthplace.	Monthly salary.	Days of school.	Days attendance.	Enrollment.		Amount received.
									Indians.	White.	
Alison, Elizabeth R	Lenton	Cold Spring	White	54	Missouri	\$40.00	186	1,573	23	42	\$353.46
Antoinette, Sister Mary	Antlers	Antlers, No. 1	do	36	Europe	2.00	184	2,502	23	33	260.60
Anderson Joshua W	Talihina	Lenox, No. 2	Indian	20	Indian Territory	30.00	54	576	17	4	73.00
Austin, D. J	Guertie	Guertie	White	56	Texas	2.00	154	1,128	11	106	144.00
Anderson, Katie	Nelson	Sugar Creek	do	22	Louisiana	40.00	123	1,014	20	20	240.00
Allen, Annie P	Coalman	Coalman	do	32	Tennessee	2.00	60	112	2	84	12.00
Abbott, Chas. P	Hartshorne	Hartshorne	do	28	do	2.00	173	1,148	10	435	126.70
Alexander, Mary	Wapanucka	Wapanucka	do	29	North Carolina	2.00	76	365	9	50	50.60
Anderson, Caula	McAlester	Taylor	do	19	Texas	2.00	65	417	8	16	42.80
Bales, J. A	Caney	Pleasant Hill, No. 3	do	51	Kentucky	30.00	13	166	15	6	17.00
Bridges, D. A	Allen	Allen	do	42	South Carolina	2.00	190	1,300	20	48	138.40
Burrows, Rufus H	Tushkahoma	Sileana	do	47	do	30.00	20	118	8	25	25.48
Bacon, Gertrude	Lehigh	Bethlehem	Indian	25	Indian Territory	35.00	172	1,164	13	35	295.76
Byrd, Alice	Stigler	Bethel, No. 2	White	21	Mississippi	30.00	174	1,361	13	16	270.00
Berry, Washington <sup>a</sup>	Hugo	Old Goodland	do	35	Virginia	45.00	188	10,553	77	21	405.00
Browning, Agnes	Fort Towson	Harkins	do	25	Mississippi	30.00	190	1,384	17	15	270.00
Burgoyne, May <sup>b</sup>	Tushkahoma	Big Lick	do	28	Illinois	45.00	(c)	(c)			45.00
Brantly, Erskine	Antlers	Antlers, No. 2	do	53	Tennessee	2.00	170	1,324	17	146	137.00
Bailey, Robt. S	Cameron	Cameron	do	33	South Carolina	2.00	141	415	7	45	42.20
Bohannon, Levi	Talihina	Postoak Grove	Indian	36	Indian Territory	30.00	62	420	15		94.13
Birge, Lina	Kiowa	Pleasant Valley	White	48	Missouri	2.00	58	285	5	16	29.50
Buchanan, Joseph G	Coalgate	Coalgate	do	31	Virginia	2.00	169	568	3	73	60.10
Bear, Anna	Cameron	Walls	do	25	Missouri	2.00	76	297	5	56	31.90
Bales, J. A	Caney	Pleasant Hill, No. 3	do	51	Kentucky	35.00	139	1,678	20	35	235.67
Bollinger, Jennie	Kiowa	Gaither	do	17	Kansas	2.00	39	279	8	10	28.90
Banister, Eugenia B	Grant	Grant	do	30	Texas	2.00	60	858	20	13	93.70
Cross, C. C	Canadian	Canadian	do	40	Tennessee	2.00	138	1,934	17	160	210.50
Crouthamel, A. H	Cowlington	Cowlington	do	25	Pennsylvania	2.00	187	1,708	14	115	184.10
Campbell, P. W	Bethel	Kulli Chito	do	37	Illinois	45.00	127	1,312	17	7	315.00
Clay, Laura M	Lukfata	Kon Chito	Indian	23	Indian Territory	35.00	187	1,318	16		315.00
Collins, J. Y	Grant	Grant	White	53	Alabama	2.00	72	958	14	26	102.00
Culbertson, John Anna	Albion	Albion	Indian	19	Indian Territory	30.00	172	831	10	8	251.38
Chaney, John A	Reichert	Reichert	White	37	Alabama	30.00	142	1,912	17	41	240.81
Crews, Ethel	Kennady	Kennady	do	18	Arkansas	30.00	82	176	4	14	120.00
Dehaven, Alice <sup>b</sup>	Tushkahoma	Big Lick	do	50	Indiana	45.00					54.00
Davis, Scotta	Hochatown	Hochatown	do	19	Tennessee	30.00	33	213	8	3	44.32
Damon, Jewell	Doakesville	Doakesville	do	19	Texas	30.00	188	1,881	15	23	270.00
Dulzell, Fannie H	Garland	Little Sans Bois	do	30	Indian Territory	35.00	190	1,782	18	6	315.00
Dulany, Thos. S	Smithville	Big Hill	do	38	Illinois	45.00	184	1,991	18	2	394.50
Deem, H. S	Alderson	Alderson	do	50	Ohio	2.00	136	403	5	126	42.80
Deshazo, Alice	Bokhoma	Mitchell	do	27	Texas	30.00	171	2,048	17	21	243.00
Deshazo, Minnie	Soper	Honey Springs	do	21	Massachusetts	2.00	25	268	12	9	27.10
Davis, Scotta	Chula	Mount Pleasant	do	19	Tennessee	30.00	144	778	13	3	210.83
Damon, Grace	Norwood	Pleasant Hill, No. 1	do	18	Texas	30.00	12	133	17		16.00
Essex, Margaret	Atokpa	Ward Chapel	do	17	Indian Territory	2.00	106	1,074	13	9	101.10
Erwin, Ida	Enterprise	Enterprise	do	28	Missouri	2.00	135	1,121	10	43	132.80
Fannin, Freddie	Oak Lodge	Bethel, No. 1	Indian	18	Indian Territory	30.00	33	65	6	8	45.48
Foster, St. Clair	Kiowa	Gaither	White	56	South Carolina	2.00	44	172	5	22	19.70
Ford, Ethel	Tushkahoma	Milton	do	29	Tennessee	2.00	59	334	11	39	35.00
Ford, Cullie	Hugo	Sardis	do	26	do	45.00	82	1,568	30	1	169.14
Gibbons, Bella	South McAlester	South McAlester	do	40	Arkansas	40.00					360.00
Gay, Wm	Carbon	Carbon	do	64	Ireland	2.00	156	921	10	1,245	92.40
Gregg, Juanita	Soper	Honey Springs	do	19	Kansas	2.00	41	118	4	28	12.30
Garland, J. G	Redoak	Dunlap	do	58	Ireland	2.00	82	1,240	18	20	124.00
Hornidy, Emma	Caddo	Nunni, Takalo	do	58	Pennsylvania	30.00	189	1,649	12	12	269.03
Hatcher, Lucy	Antlers	Pleasant Cove	do	25	Texas	35.00	162	695	13	8	270.67
Holdsworth, Katie	do	Pine Spring	do	24	Missouri	40.00	188	1,896	16	9	360.00
Holdsworth, Lou	Kinta	Kinta	do	21	do	40.00	188	1,755	15	6	360.00
Hower, Jessie	Spiro	Spiro	do	22	Illinois	30.00	188	1,623	18	37	269.03
Hill, W. A	Bokchito	Bokchito	do	34	Tennessee	2.00	142	2,492	23	128	258.40
Hamilton, Mrs. Mae	Ironbridge	Lenox, No. 1	do	28	Michigan	40.00	189	4,076	31	22	360.00
Hotchkin, Mary P	McAlester	Coal Creek	do	23	Indian Territory	45.00	189	2,314	21	5	405.00
Horne, J. C	Summerfield	Summerfield	do	23	do	25.00	18	122	9	31	20.00
Holson, Ada	Wister	Yellow Spring	Indian	19	do	30.00	186	1,365	13	6	270.00
Hill, Sissie	Eagletown	Stockbridge	do	24	do	2.00	39	338	13	2	35.30
Hallman, Lena	Cowlington	Short Mountain	White	25	Georgia	30.00	167	2,858	24	5	240.00
Hawkins, Virgie	Bethel	Mount Zion	do	17	Arkansas	2.00	50	160	4	23	18.80
Harvey, Mattie	Cowlington	Short Mountain	do	33	Tennessee	40.00	107	617	15	2	200.00
Hawkins, Virgie	Owl	Turkey Creek	do	17	Arkansas	2.00	85	259	6	33	26.20
Hand, W. H	Goodwater	Goodwater	do	27	do	2.00	70	1,119	5	37	36.40
Irvine, Nettie	Antlers	Impson Chapel	do	41	Texas	2.00	189	8,569	66		807.60
Impson, Hattie M	Oak Lodge	Oak Lodge	Indian	18	Indian Territory	2.00	154	1,782	12		186.00
Jackson, Mrs. W. L	Juanita	Juanita	White	33	Canada	45.00	189	2,905	24	13	405.00
Julian, J. W	Hoyt	Hoyt	do	48	Indiana	2.00	63	80	4	82	8.00
Jones, L. B	Milton	Wolf Creek	do	44	Arkansas	2.00	60	256	7	32	26.00
Johnston, Charlie	Juanita	Juanita	Indian	17	Texas	30.00	107	861	20	25	150.00
Julian, J. W	Conser	Conser	White	48	Indiana	2.00	96	251	5	94	27.20
Kirksey, J. A	do	Houston	do	58	Alabama	35.00	190	3,081	23	3	315.00
Kirksey, Mrs. Jennie	Durant	Cox Chapel	do	32	Arkansas	30.00	190	1,883	13	23	270.00
Kenney, J. F	do	do	do	54	Missouri	2.00	13	45	5	32	4.50
Do	do	do	do	54	do	2.00	13	44	5	32	4.40
Locke, L. B	Coalgate	Gills	do	27	Arkansas	45.00	189	54	50	19	405.00
Loughinghouse, Martha	Ego	Marysville	do	30	do	35.00	187	1,278	16	21	307.10
Love, Cora M	Bokhoma	Living Land	do	22	Pennsylvania	40.00	180	672	18	8	339.99
Lyle, Frances M	Cartersville	Cartersville	do	30	South Carolina	30.00	138	861	14	48	200.32
Lane, Mary	Howe	Howe	do	20	Tennessee	35.00	9	24	4	6	12.83
Lewis, Sallie	Calloway	Calloway	do	23	Texas	2.00	65	1,175	20	0	120.00
Lowrey, Ara F	McCurtain	McCurtain	do	46	Georgia	2.00	82	626	12	23	62.70
McArthur, Mary O <sup>b</sup>	Coalgate	Gills	do	22	Texas	40.00					360.00
Miller, Bessie	Shadypoint	Bennington No. 2	do	19	Arkansas	40.00	184	2,087	18	31	353.15
Miller, Eda L	Bennington	Whitesand	do	19	Mississippi	30.00	146	883	13	8	180.00
Miller, Alice M	Indianola	Indianola	do	35	do	2.00	190	2,526	14	30	246.00
Moore, Callie	Grant	Ferguson	Indian	20	do	30.00	164	1,647	11	33	240.00
Moore, Lizzie	do	Ellis Chapel	do	22	do	30.00	181	1,434	11	14	263.03

<sup>a</sup>Principal teacher.<sup>b</sup>Assistant teacher.<sup>c</sup>See McClure.



Teacher.	Post-office.	School.	Race.	Age.	Birthplace.	Monthly salary.	Days of school.	Days attendance.	Enrollment.		Amount received.
									Indians.	White.	
Maynor, Pearl	Garvin	Water Hole	White	21	Texas	\$30.00	189	1,340	15	1	\$270.00
Merriman, Gus	Lodi	Cedar	do	30	Arkansas	40.00	183	2,369	22	15	350.97
Morris, Florence B	Savanna	Savanna	do	22	Iowa	30.00	189	1,438	15	49	210.00
McCurtain, Lou	Tuskahoma	Sardis	Indian	27	Indian Territory	45.00	109	3,042	40	6	232.76
McClure, Mrs. C. L.	do	Big Lick	White	37	New York	50.00	187	5,836	45	1	445.04
McKinney, Mrs. B. W.	Stringtown	Pleasant Hill No. 2	do	36	Missouri	30.00	188	1,085	11	3	269.00
McKennon, Basham	Featherston	Featherston	do	22	Arkansas	30.00	27	224	5	7	36.77
Marshall, Sinkie	Nelson	Sugar Creek	do	27	Missouri	40.00	20	292	17	3	37.33
McCray, S. B.	Nixon	Nixon	do	52	do	2.00	179	575	5	56	60.70
McCarty, Annie	Coalgate	Alamo	Indian	25	do	2.00	68	532	8	29	51.80
Merrell, Gertrude	Howe	Howe	White	18	Indian Territory	30.00	43	177	9	5	58.00
Milam, Mrs. F. T.	South McAlester	Frink	do	44	Kentucky	30.00	153	1,537	18	31	220.00
McBride, Howard	Lehigh	Lehigh	do	29	Texas	2.00	146	699	6	199	78.20
Martin, Mahala	Norwood	Pleasant Hill No. 1	do	58	Arkansas	30.00	81	784	18	2	111.72
McIntosh, A. L.	Grant	Grant	Indian	23	Indian Territory	2.00	22	243	16	15	26.30
McCreary, Andrew E	Albany	Albany	White	31	Georgia	2.00	96	299	7	71	31.90
McKennon, Basham	Featherston	Featherston	do	22	Arkansas	2.00	40	145	5	5	18.00
Miller, Mrs. Pearl	Talihina	Talihina	do	24	Texas	2.00	60	371	9	37	49.80
Newman, E. L.	Sterrett	Sterrett	do	33	Tennessee	2.00	78	268	4	135	30.00
Neely, H. D.	Durant	Calvin Institute	do	28	Illinois	2.00	44	5,323	148	52	542.40
Neely, C. L.	do	do	do	32	do	2.00	145	14,696	142	57	1,554.00
Newman, E. L.	Sterrett	Sterrett	do	33	Tennessee	2.00	95	189	3	110	21.10
Neal, W. H.	Stuart	Newton	do	18	Arkansas	2.00	65	622	12	13	59.90
Perry, Estella	Milton	Wolf Creek	do	26	Florida	30.00	79	644	11	9	107.42
Paxson, Anna L.	Jackson	Chishoktak	do	54	Illinois	45.00	190	4,635	43	6	405.00
Post, Bernice	Hugo	Choate Spring	do	24	Michigan	35.00	189	1,788	23	8	315.00
Parrish, Mary	Godman	Norman	do	18	Indian Territory	30.00	136	914	12	8	199.66
Pears, Joseph	Talihina	Wadesville	Indian	21	do	40.00	79	1,146	28	0	157.30
Pierce, Glessner	Hartshorne	James	White	21	Missouri	30.00	85	510	11	21	125.77
Phipps, John A.	Tamaha	Tamaha	do	27	Texas	2.00	176	1,765	16	93	188.50
Peck, Ola	Kullituklo	Kullituklo	do	29	Tennessee	40.00	168	1,641	23	4	320.00
Peak, Pearl	Spencerville	Frazier	do	17	Indian Territory	30.00	168	912	8	9	239.00
Pyles, Mamie	Fort Smith	Battiest	do	21	Arkansas	2.00	198	1,773	11	1	172.40
Phelps, R. R.	Talihina	Talihina	do	60	Georgia	2.00	40	146	6	65	14.70
Pierce, Thos. F.	McAlester	McAlester	do	36	Alabama	2.00	141	323	6	332	33.90
Plymate, Carrie	do	Coal Creek	do	25	Nebraska	25.00	142	885	8	36	170.97
Pierce, Thos. F.	do	McAlester	do	36	Alabama	2.00	80	245	5	260	25.60
Pickens, Mrs. L. O.	Celestine	Celestine	do	25	Arkansas	2.00	40	325	9	17	36.00
Pettus, Dora A.	Choate	Choate	do	24	do	2.00	55	151	5	20	26.30
Pettus, Dora	Cartersville	Cartersville	do	24	do	30.00	35	281	13	11	46.45
Rowley, Mrs. Lou M.	Leflore	Salem	do	38	Texas	35.00	186	1,609	20	22	311.50
Russell, Leola	Bennington	Bennington No. 1	do	33	South Carolina	30.00	188	1,285	13	30	270.00
Redman, Clara	Hugo	Spring Chapel	do	21	Arkansas	30.00	184	956	12	19	265.97
Reynolds, Henry L.	McAlester	Zion	do	24	Missouri	2.00	71	219	5	18	23.00
Read, Lillah P.	Shadypoint	Shadypoint	do	20	Indian Territory	2.00	79	146	3	77	14.80
Roseberry, Mabel	Calloway	Calloway	do	20	Missouri	2.00	22	228	24	0	22.80
Rodman, E. L.	Poteau	Poteau	do	30	Mississippi	2.00	132	270	4	347	30.30
Read, Lillah P.	Shadypoint	Shadypoint	do	20	Indian Territory	2.00	101	248	3	60	24.90
Shepherd, Grace	Stringtown	Stringtown	do	18	Missouri	2.00	129	2,877	33	30	219.60
Sankey, Annie	Norwood	Pleasant Hill No. 1	do	21	Alabama	30.00	44	489	16	0	60.00
Scales, Annie L.	Massey	Dixie	do	19	Texas	30.00	191	1,321	13	18	270.00
Strother, B. M.	Utica	Utica	do	28	do	30.00	180	1,287	14	56	256.38
Schubert, Annie	Antlers	Sugarloaf	do	22	Missouri	30.00	190	1,246	12	12	270.00
Strickler, Florence	Bennington	Sulphur Spring	do	25	Indian Territory	40.00	180	2,011	18	35	352.00
Smith, Mary A.	Beach	Beach Creek	do	50	Indiana	40.00	189	1,849	17	3	360.00
Strawn, James	Janis	Bayou	do	21	Arkansas	30.00	44	289	12	1	60.00
Stanley, Arnold	Whitefield	Whitefield	do	25	Kentucky	2.00	189	4,165	28	95	428.40
Swan, Robert	Caddo	Caddo	do	32	Tennessee	2.00	184	1,998	22	234	224.10
Spain, E. M.	Atoka	Atoka	do	44	do	2.00	125	2,627	33	165	278.90
Strawn, James a	Tuskahoma	Biglick	do	21	Arkansas	2.00	45	180	4	39	182.74
Simmons, Jesse M.	Fanshawe	Fanshawe	do	28	Mississippi	2.00	60	200	14	70	18.00
Turner, Thomas H.	Redoak	Redoak	do	64	Tennessee	40.00	146	913	13	30	20.00
Terrell, J. C.	Stigler	Stigler	do	30	do	30.00	189	1,183	13	0	269.03
Thomas, Mrs. Lucy	Garvin	Kullituklo No. 2	Indian	25	Indian Territory	30.00	98	1,075	19	4	61.00
Thomas, Mabel	Cove	Kullituklo No. 2	White	21	Mississippi	30.00	24	76	4	30	8.20
Thomas, Myrtle	Hoyt	Hoyt	do	23	Arkansas	2.00	29	213	13	11	22.90
Terrell, J. C.	Stigler	Stigler	do	30	Tennessee	30.00	189	2,162	16	38	270.00
Wingfield, Oza	Calvin	Calvin	Indian	28	Indian Territory	30.00	184	841	16	4	193.41
Wilburn, Blanche	Talihina	Green Hill	do	17	do	35.00	166	1,794	21	69	280.00
Wakefield, Neil M.	Kiowa	Kiowa	White	36	Missouri	2.00	67	1,335	19	9	146.80
Watkins, E. W.	Boswell	Crowder Chapel	do	36	Kentucky	2.00	87	2,735	28	4	380.00
Willingham, Cooper	Muse	Good Spring	do	26	Arkansas	40.00	190	1,824	15	2	405.00
Washburn, Charles W.	Bethel	Bethel Hill	do	59	New York	45.00	190	649	17	0	117.16
Wilkins, A. J.	do	Mount Zion	Indian	24	Indian Territory	40.00	64	882	15	19	210.00
Williams, Annie	Tuskahoma	Tuskahoma	do	18	Mississippi	30.00	146	2,429	23	40	270.00
Walker, B. F.	Garland	Toloka	White	39	do	30.00	190	1,247	13	12	240.00
Wasson, T. F.	Peck	Black Jack	do	36	Illinois	30.00	168	1,148	7	16	68.50
Walker, Ida	Limestone Gap	Ward	do	19	Texas	2.00	134	427	9	88	50.40
Watts, John Espy	Wapanucka	Wapanucka	do	38	North Carolina	2.00	72	493	11	131	50.40
Wilkins, J. S.	McCurtain	McCurtain	do	27	Tennessee	2.00	57	555	4	22	19.90
Welch, Maude May	Bokoshe	Powell	do	22	Arkansas	2.00	70	377	6	85	37.50
Walker, R. P.	Hugo	Hugo	do	30	South Carolina	2.00	70	315	4	16	26.00
Welch, Emma	Bokoshe	Powell	do	20	Arkansas	2.00	70	511	11	43	52.80
Williams, Frankie	Ashland	Ashland	do	26	Texas	2.00	34	190	8	8	14.00
Winans, May	Featherston	Featherston	do	33	Tennessee	2.00	34	190	8	8	14.00

a Assistant teacher.

## SUMMARY.

Academies:		
Total enrollment	-----	505
Total days' attendance	-----	134, 775
Average daily attendance	-----	424. 9
Total salaries paid		\$21, 238. 99
Total other expenses	-----	37, 622. 38
Total cost		58, 861. 37
Annual cost per pupil	-----	\$136. 18
Small boarding schools:		
Total enrollment	-----	503
Total days' attendance	-----	99, 418
Amount paid superintendents	-----	\$26, 452. 44
Neighborhood schools:		
Number Indian children enrolled	-----	2, 791
Number white children enrolled	-----	8, 078
Total days' attendance (Indians)	-----	219, 310
Total salaries paid		\$31, 478. 30
Amount paid for text-books	-----	1, 971. 50
Total cost		33, 449. 80
Other expenses:		
Salary, per diem and traveling expenses of the school supervisor	-----	\$2, 204. 88
Salary and traveling expenses of the Choctaw representative	-----	\$1, 500. 00
Office rent for school supervisor	-----	\$120. 00
General:		
Total enrollment in all schools (Indian)	-----	3, 295
Total days' attendance in all schools	-----	384, 085
Total salaries paid		\$52, 717. 29
Total other expenses	-----	69, 871. 20
Total cost of schools		122, 588. 49

In conclusion we desire to say that the year's work has been satisfactory, and we are pleased to see so much interest manifested in the efforts of the people to have new schools established for the coming year.

While the appropriation for the strengthening of the schools is very limited, the outlook is flattering for next year's schools to be the best in the history of the Choctaw Nation.

Very respectfully,

CALVIN BALLARD,  
School Supervisor, Choctaw Nation.

HON. JOHN D. BENEDICT,  
Superintendent of Schools in Indian Territory.

## REPORT OF CHICKASAW SCHOOL SUPERVISOR.

TISHOMINGO, IND. TER., June 30, 1904.

SIR: I have the honor to submit herewith my third annual report as school supervisor for the Chickasaw Nation.

I have spent a large portion of my time in the field and have visited, at least once each, all but one or two of the national schools which I found in session.

In the boarding schools but little change has taken place since my last report, except that the orphans' home at Lebanon has become, like the others, a contract school.

Since its late change of management it has improved greatly in equipment, attendance, and general character.

In some of the boarding schools the attendance has been far below the quota on which the compensation is based, and as the close of the year approached but few were left to take part in the exercises. I do not claim that this is the fault of the contractor, but simply state the fact without offering explanation.

Concerning the day schools there is little to report, except their continued decadence in number, attendance, and efficiency. Their general grade is lower even than last year.

From this general statement three or four may be partially excepted, but even these on account of their exclusiveness are far below what they might or ought to be.

A prominent reason for this condition of the schools is the separation of the Indian pupils from those persons and influences in the midst of which their entire lot must soon be cast, and whose presence in the schools would stimulate and encourage the spirit of progress. It is clearly evident that among these very schools those particular ones in which this condition of affairs is most nearly approximated the greatest progress is shown.

Another reason for these unfavorable conditions is a very general lack of interest in education and a failure to appreciate its most obvious advantages.

Two years ago these day schools were 16 in number; this year several of them have not been in session at all, and one or two others but for part of the year. Not more than four have had their full quota of pupils, and in several which I visited the attendance was 12, 8, 6, 6, and 8, respectively.

Many of the most intelligent of the parents realizing how little these schools are accomplishing for their children send them to noncitizen schools, paying for their tuition, and forfeiting part or even all of the \$10 per month and free tuition which they are all allowed for attendance at their own schools.

Still another reason for this deplorable state of affairs lies in the fact that the warrants with which the teachers are paid are more than two years behind, so that to be at present available they are subject to very heavy discount.

The last list of warrants passing my inspection was forwarded about two years ago and included the school warrants then unpaid issued between October 1, 1901, and March 31, 1902, and amounted to more than \$100,000. Some warrants issued during this time but not included in this list had been previously paid, and the auditor informed me that up to June 30, 1902, probably \$50,000 more still remained unpaid.

Up to the present time I have been unable by persistent effort to obtain any additional list. But even this sum, extravagant as it may appear, does not represent the entire expenditure for the period indicated, for a considerable amount of similar warrants had been already paid from other funds besides the royalties on coal and asphalt, which by agreement are especially appropriated for school purposes and are collected and disbursed through the United States Treasury. That much unjust favoritism exists in the payment of these warrants is very evident, as a few persons who are "near the crib," as one of them expressed it, obtain prompt payment from any funds coming into the Chickasaw treasury, while others must wait two or three years for payment upon warrants of similar date.

One of the boarding school contractors claims, I am informed, that his warrants are paid up to date, and he has more than once told me that he makes more money on the purchase of warrants than from his school, and I know him to be a heavy dealer in warrants besides his own.

Another contractor informed me that it was only by becoming a stockholder in a bank which, until its recent failure, was the depository of the funds of the Chickasaw Nation, that he could obtain payment on his warrants, and that by so doing he received considerably more than parties not thus favored.

It would appear that the present condition of affairs is continued for the benefit of whom it may concern. For all others connected with them it will be a fortunate day when the present system of Chickasaw tribal schools shall come to have historic interest only.

In the incorporated cities and towns the school outlook is decidedly encouraging. In the Chickasaw Nation every one of these whose population would warrant has had this year a term of free school varying in length from three to eight months. Several of them have excellent modern buildings, either recently finished or in process of erection. Some of them are as well graded as the conditions will permit and many excellent teachers are employed. These schools will become a very important part of the system of free schools, which must soon replace the present chaotic educational conditions in this Territory.

Occasionally a community becomes possessed with the notion that only home teachers must be employed in their schools. This idea, if carried into practice, will almost inevitably result in the deterioration of the schools.

The appropriation recently made by Congress in aid of the schools in the Territory is creating considerable interest, and applications for schools are rapidly reaching us from different neighborhoods.

All efforts on the part of noncitizen teachers to obtain equitable cooperation with the Chickasaw authorities in educational work have so far been unsuc-

cessful. An attempt was made last season to unite in the holding of a summer normal, but the results were not such as to encourage its repetition.

Some statistics, long since due, parts of which have been specifically promised, have not yet reached me, and I forward the report without them.

Respectfully submitted.

GEO. BECK,

*Supervisor for Chickasaw Nation.*

JOHN D. BENEDICT,

*Superintendent of Schools for Indian Territory.*

## REPORT OF THE MINING TRUSTEES FOR THE CHOCTAW AND CHICKASAW NATIONS.

SOUTH McALESTER, IND. T., August 17, 1904.

SIR: We have the honor to respectfully submit herewith our report for the fiscal year ended June 30, 1904:

The following statements give the names of individuals and companies who were mining coal and asphalt in the Choctaw and Chickasaw nations on June 30, 1904:

### Coal operators.

Name of operator.	Mines at—	Principal office.
Ardmore Coal and Power Co .....	Ardmore, Ind. T .....	Ardmore, Ind. T.
Bache and Denman Coal Co .....	Redoak, Ind. T .....	Fort Smith, Ark.
Bolen-Darnall Coal Co .....	McAlester and Coleman, Ind. T.	Kansas City, Mo.
Cameron Coal and Mercantile Co .....	Cameron, Ind. T .....	Cameron, 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 Coal and Mining Co .....	Savanna, Ind. T .....	McAlester, Ind. T.
Coalgate Co .....	Coalgate, Ind. T .....	Coalgate, Ind. T.
Degnan & McConnell .....	Wilburton, Ind. T .....	Wilburton, Ind. T.
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.
Great Western Coal and Coke Co .....	Baker, Ind. T .....	South McAlester, Ind. T.
Halley Coal and Mining Co .....	Haileyville, Ind. T .....	Haileyville, Ind. T.
Harris, Edwin .....	Sutter, Ind. T .....	Sutter, Ind. T.
Johnson Co .....	McCurtain, Ind. T .....	McCurtain, Ind. T.
LeBosquet 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 .....	Baker, Ind. T.
Ola Coal and Mining Co .....	Lutie, Ind. T .....	Lutie, Ind. T.
Osage Coal and Mining Co .....	Krebs, Ind. T .....	South McAlester, Ind. T.
Ozark Coal and Railway Co .....	Panama, Ind. T .....	Panama, Ind. T.
Poteau Coal and Mercantile Co .....	Poteau, Ind. T .....	Poteau, Ind. T.
Perona, Mike .....	Savanna, Ind. T .....	Savanna, Ind. T.
Rock Island Coal Co .....	Alderson, Hartshorne, and Gowen, Ind. T.	Little Rock, Ark.
Savanna Coal Co .....	Savanna, Ind. T .....	Savanna, Ind. T.
St. Louis and Galveston Coal and Min- ing Co .....	Lehigh, Ind. T .....	St. Louis, Mo.
Samples Coal and Mining Co .....	McAlester, Ind. T .....	South McAlester, Ind. T.
Sans Bois Coal Co .....	McCurtain, Ind. T .....	McCurtain, Ind. T.
Southwestern Development Co .....	Coalgate, Ind. T .....	Parsons, Kans.
Standard Coal Co .....	Coleman, Ind. T .....	Kansas City, Mo.
Turkey Creek Coal Co .....	Hughes, Ind. T .....	Hughes, Ind. T.
Western Coal and Mining Co .....	Lehigh and Phillips, Ind. T .....	St. Louis, Mo.
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, N. Y.
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 continues the same, 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 coal and asphalt mined and the royalty paid by each operator during the year are shown on pages 103 and 104.

Beginning with February and continuing through June there was a falling off in the output of all coal companies. The reasons for this, as we gather them, are the shortness of the winter, the increased output of oil in Texas, the overproduction of coal in the Choctaw Nation in December and January last, and the short crops throughout the territory in which our coal is marketed.

*Statement showing total amount of coal mined and royalty paid (at 8 cents a ton) by each operator in the Choctaw and Chickasaw nations, Indian Territory, during fiscal year ended June 30, 1904.*

Name of operator.	Coal mined.	Royalty paid.
	<i>Tons.</i>	
Adkins, Charles G. (succeeded by Cameron Coal and Mercantile Co.) .....	154.50	\$12.36
Ardmore Coal and Power Co .....	828.36	66.27
Atoka Coal and Mining Co. (succeeded by Western Coal and Mining Co.) .....	68,889.15	5,511.13
Bache-Denman Coal Co .....	5,955.25	476.42
Bolen-Darnall Coal Co .....	65,830.15	5,270.41
Brewer Mining Co. (succeeded by Brewer Coal and Mining Co.) .....	3,981.00	318.48
Brewer Coal and Mining Co .....	7,459.00	596.72
Busby, William (succeeded by Great Western Coal and Coke Co.) .....	27,524.00	2,201.92
Cameron Coal and Mercantile Co .....	13,721.50	1,097.72
Capital Coal and Mining Co .....	19.00	1.52
Chambers, Thomas H. (succeeded by Chambers Coal and Mining Co.) .....	1,962.00	156.96
Central Coal and Coke Co .....	37,657.00	3,012.56
Coalgate Co .....	115,025.00	9,201.84
Chambers Coal and Mining Co .....	826.00	66.08
Degnan & McConnell .....	196,438.00	15,475.04
Devlin-Wear Coal Co. (succeeded by Poteau Coal and Mercantile Co.) .....	49,973.00	3,997.84
Edwards & Son, D .....	12,652.00	1,012.16
Folsom-Morris Coal Mining Co .....	34,362.00	2,748.96
Fordyce, William C .....	0.00	0.00
Great Western Coal and Coke Co .....	2,520.00	201.60
Hailey Coal and Mining Co .....	97,248.90	7,779.91
Harrison, Edwin .....	34,984.00	2,798.72
Johnson Co .....	46,591.00	3,727.28
Le Bosquet Coal and Mining Co .....	4,611.00	368.88
Mazzard Coal and Mining Co .....	3,024.00	241.92
Mexican Gulf Coal and Transportation Co. <sup>a</sup> .....	68,118.00	5,449.44
Milby & Dow Coal and Mining Co. <sup>a</sup> .....	162,526.00	13,002.08
Missouri, Kansas and Texas Coal Co .....	18,348.00	1,507.84
McAlester Coal Mining Co .....	72,148.00	5,771.84
McEvers, H. Newton .....	12,952.00	1,036.16
McAlester and Galveston Coal and Mining Co .....	4,996.00	399.68
McDougall Co .....	17,299.00	1,383.92
McMurray, John F .....	26,337.00	2,106.96
Osage Coal and Mining Co .....	327,754.00	26,220.32
Ola Coal and Mining Co. <sup>a</sup> .....	72,502.88	5,800.23
Ozark Coal and Railway Co .....	12,253.00	980.24
Perona, Mike (succeeded by Savanna Coal Co.) .....	3,984.00	318.72
Poteau Coal and Mercantile Co .....	22,854.00	1,828.32

<sup>a</sup> 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, etc.—Continued.*

Name of operator.	Coal mined.	Royalty paid.
	<i>Tons.</i>	
Rock Island Coal Co. <i>a</i> .....	476,507.00	\$38,120.56
Samples Coal and Mining Co. ....	56,205.00	4,496.40
Sans Bois Coal Co. ....	84,078.00	6,726.24
St. Louis-Galveston Coal and Mining Co. ....	0.00	0.00
Southwestern Development Co. ....	365,106.00	29,208.48
Standard Coal Co. ....	126.00	10.08
Savanna Coal Co. ....	1,943.00	155.44
Turkey Creek Coal Co. ....	34,194.00	2,735.52
Western Coal and Mining Co. ....	364,853.75	29,188.30
Wilburton Coal and Mining Co. <i>a</i> .....	163,994.00	13,119.52
Grand total .....	3,198,862.44	255,908.99

*a* Operations of these companies carried on under contract on approved leases of Choctaw, Oklahoma and Gulf Railroad Company.

The following statement shows the coal mined and the royalty paid in 1904 as compared with 1903 and 1902:

Year.	Coal mined.	Royalty.	Year.	Coal mined.	Royalty.
	<i>Tons.</i>			<i>Tons.</i>	
1904 .....	3,198,862.44	\$255,908.99	1904 .....	3,198,862.44	\$255,908.99
1903 .....	3,187,035.60	254,962.87	1902 .....	2,735,365.45	218,829.27
Increase .....	11,826.84	946.12	Increase .....	463,496.99	37,079.72

The following statement shows the asphalt mined and the royalty paid by each operator in the Choctaw and Chickasaw nations during the year, at 10 cents a ton for crude and 60 cents for refined asphalt:

Name of operator.	Asphalt mined.	Royalty.
	<i>Tons.</i>	
Brunswick Asphalt Co. ....	300.00	\$30.00
Choctaw Asphalt Co. ....	937.00	93.70
Downard Asphalt Co. ....	1,998.00	199.80
Gilsonite Roofing and Paving Co. ....	742.00	74.20
Rock Creek Natural Asphalt Co. ....	326.40	32.64
Ravia Asphalt Co. ....	284.00	28.40
Schneider, M. & A. <i>a</i> .....	202.73	121.64
Tar Spring Asphalt Co. <i>a</i> .....	56.37	34.12
Total .....	4,846.50	614.50

*a* Refined asphalt.

*Comparison of asphalt mined and royalty paid in 1904 with 1903 and 1902.*

Year.	Asphalt mined.	Royalty.	Year.	Asphalt mined.	Royalty.
	<i>Tons.</i>			<i>Tons.</i>	
1903 .....	5,418.37	\$614.34	1902 .....	5,104.20	\$514.42
1904 .....	4,846.50	614.50	1904 .....	4,846.50	614.50
Increase or decrease.	571.87	.16	Increase or decrease.	257.70	100.08

NOTE.—It will be noticed that in 1904 the output in tons was less than in 1903 and 1902, while the royalty is more. Explanation of this is that more refined asphalt was produced in 1904 than in 1903 and 1902.

## RECAPITULATION OF COAL AND ASPHALT OUTPUT FOR 1904.

Mineral.	Amount mined.	Royalty paid.
Coal .....	<i>Tons.</i> 3,198,862.44	\$255,908.99
Asphalt .....	4,846.50	614.50
Total .....	3,203,708.94	256,523.49

The following is a comparative table of coal and asphalt mined and royalty paid in 1904 as compared with 1903 and 1902:

Year.	Coal and asphalt mined.	Royalty.	Year.	Coal and asphalt mined.	Royalty.
1904 .....	<i>Tons.</i> 3,203,708.94	\$256,523.49	1904 .....	<i>Tons.</i> 3,203,708.94	\$256,523.49
1903 .....	3,192,453.97	255,577.21	1902 .....	2,740,469.65	219,339.69
Increase .....	11,254.97	946.28	Increase .....	463,239.29	37,183.80

## COAL LEASES CANCELED.

March 24, 1904, at the lessee's request, the Department canceled coal lease No. 4 (approved July 26, 1903) of the Sans Bois Coal Company, covering the following tracts:

SE.  $\frac{1}{4}$  sec. 25, N.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 36, T. 7 N., R. 16 E.; and N.  $\frac{1}{4}$  N.  $\frac{1}{4}$  sec. 31, N.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  sec. 32, SW.  $\frac{1}{4}$  sec. 29, and S.  $\frac{1}{2}$  sec. 30, T. 7 N., R. 17 E.

## COAL AND ASPHALT ACREAGE LEASED.

The number of coal leases in effect June 30, 1904, was 113, covering 104,830 acres.

The number of asphalt leases in effect June 30, 1904, was 10, covering 6,880 acres.

The total number of coal and asphalt leases in effect June 30, 1904, was 123, covering 111,710 acres.

## LEASES ASSIGNED.

During the year approved coal leases have been assigned, by the approval of the Department, as follows:

Lessee.	Number of leases.	Assignee.	Date of approval.
Atoka Coal and Mining Co. ....	8	Western Coal and Mining Co. ....	Aug. 29, 1903
Devlin-Wear Coal Co. ....	1	Poteau Coal and Mercantile Co. ....	Feb. 24, 1904
Brewer Mining Co. ....	1	Brewer Coal and Mining Co. ....	Oct. 19, 1903
Chambers, Thomas H. ....	1	Chambers Coal and Mining Co. ....	Jan. 26, 1904
Perona, Mike. ....	1	Savanna Coal Co. ....	Feb. 6, 1904
Adkins, Charles G. ....	1	Cameron Coal and Mercantile Co. ....	Sept. 2, 1903
Busby, William. ....	1	Great Western Coal and Coke Co. ....	Apr. 9, 1904
Total .....	14		

Respectfully submitted.

HAMPTON TUCKER,  
Trustee for Choctaw Nation.  
CHARLES D. CARTER,  
Trustee for Chickasaw Nation.

U. S. INDIAN INSPECTOR FOR INDIAN TERRITORY,  
Muscogee, Ind. T

## REPORT OF ACTING SUPERVISING ENGINEER.

MUSCOGEE, IND. T., *August 17, 1904.*

SIR: I have the honor to submit this my annual report for the year ending June 30, 1904:

The following is a complete list of all the towns in the different nations in the Indian Territory, together with the acreage of same, that have been surveyed and platted by this office, under the supervision of the Government.

## CHOCTAW NATION.

	Acres.		Acres.
Alderson	175.00	Hunter	45.00
Albany	95.00	Iron Bridge	30.00
Antlers	182.50	Jackson	20.00
Allen	120.00	Krebs	347.50
Atoka	277.18	Kasoma	30.00
Boswell	265.00	Kennady	17.50
Bokchito	215.00	Kiowa	360.00
Boggy Depot	40.00	Lehigh	1,050.00
Braden	17.50	Le Flore	25.00
Blaine	17.50	McAlester	759.07
Bryne	17.59	McCurtain	320.00
Brooken	40.00	Monroe	40.00
Bennington	140.00	Muse	10.00
Blue	60.00	Newberg	17.50
Bengal	25.00	Oak Lodge	40.00
Bower	20.00	Oconee	20.00
Crowder	160.00	Owl	30.00
Coalgate	785.00	Phillips	337.34
Citra	37.50	Purnell	89.39
Caney	40.00	Poteau	645.00
Caddo	400.00	Roberta	15.00
Calvin	160.00	Redoak	132.50
Cameron	155.00	South McAlester	2,902.27
Canadian	197.50	Savanna	100.00
Cartersville	40.92	Sans Bois	40.00
Cowlington	157.50	Shady Point	68.44
Durant	13.24	Summerfield	7.50
Dexter	37.50	Star	35.00
Ego	37.50	Stigler	102.33
Enterprise	107.50	Stringtown	62.50
Fort Towson	160.00	Soper	90.00
Folsom	17.50	Spiro	225.78
Fanshawe	32.50	Sterrett	485.00
Gowen	82.50	Tusahoma	40.00
Gilbert	107.85	Talibina	210.59
Garyin	125.37	Tamaha	142.30
Garland	25.00	Utica	40.00
Grant	131.22	Valliant	120.00
Guertie	160.00	Wapanucka	425.00
Hartshorne	848.11	Wilburton	275.58
Hugo	415.00	Wade	60.00
Haileyville	681.05	Whitefield	157.00
Heavener	175.64	Wister	149.78
Harrington	45.00	West Fort Smith	51.90
Howe	326.70		
Hoyt	97.50	Total	18,940.40

NOTE.—The people of the towns of Calvin, Guertie, Kiowa, and Poteau have surveyed and made plats of these towns at their own expense, which plats have been approved by the Department.

The towns of Atoka, Sterrett, and South McAlester have been surveyed and platted by the Choctaw town-site commission.

## CHICKASAW NATION.

	Acres.		Acres.
Aylesworth	40.00	Chism	22.50
Ara	15.00	Cliff	40.00
Addington	145.40	Colbert	129.74
Ada	559.90	Comanche	437.04
Alma	40.00	Connerville	180.00
Atlee	30.00	Cornish	190.28
Ardmore	2,262.14	Cumberland	173.98
Berwyn	191.25	Durwood	140.00
Brook	22.50	Dixie	37.50
Burneyville	35.00	Davis	531.46
Bailey	32.50	Doyle	20.00
Bebee	20.00	Dibble	40.00
Bee	22.50	Dolberg	7.50
Brady	15.00	Daugherty	243.12
Center	195.00	Drake	15.00
Chickasha	1,246.19	Duncan	1,010.07

## CHICASAW NATION—Continued.

	Acres.		Acres.
Elk -----	39.99	Overbrook -----	34.33
Eastman -----	18.75	Oakland -----	343.75
Earl -----	125.00	Oakman -----	37.95
Elmore -----	145.00	Okra -----	15.00
Emmett -----	170.00	Orr -----	185.00
Erin Springs -----	110.00	Provence -----	40.00
Foster -----	37.50	Powell -----	15.00
Fox -----	27.50	Purcell -----	1, 110.68
Fitzhugh -----	69.34	Pike -----	15.00
Francis -----	280.00	Palmer -----	10.00
Graham -----	40.00	Platter -----	40.00
Glenn -----	30.00	Paola -----	85.48
Grady -----	37.78	Pauls Valley -----	946.83
Hennepin -----	40.00	Pontotoc -----	195.00
Harrisburg -----	20.00	Purdy -----	116.25
Hewitt -----	40.00	Reagan -----	35.00
Holder -----	7.50	Robberson -----	25.00
Hickory -----	330.00	Roff -----	595.00
Homer -----	32.50	Ravia -----	326.39
Healdton -----	40.00	Reck -----	22.50
Helen -----	156.09	Rush Springs -----	380.00
Hart -----	30.00	Ryan -----	435.39
Hird -----	25.00	Springer -----	105.00
Hunton -----	2.50	Scullin -----	120.00
Iona -----	20.00	Sulphur (approximate) -----	1, 100.00
Jesse -----	42.50	Sneed -----	22.50
Johnson -----	90.00	Silo -----	195.00
Keller -----	10.00	Stonewall -----	117.50
Kent -----	120.00	Sugden -----	149.18
Lone Grove -----	195.00	Tussy -----	40.00
Loco -----	95.62	Terral -----	280.00
Lindsay -----	440.00	Teller -----	30.00
Lebanon -----	164.92	Tyler -----	30.00
Leon -----	165.00	Tatums -----	40.00
Milburn -----	\$301.96	Tishomingo -----	545.00
Mannsville -----	385.00	Thackerville -----	39.67
McMillan -----	30.00	Troy -----	37.50
Millcreek -----	155.45	Tyrola -----	25.00
Madill -----	560.00	Velma -----	40.00
Midland -----	60.00	Viola -----	12.50
Minco -----	285.35	Wiley -----	10.00
Marsden -----	22.50	Wayne -----	40.00
Marietta -----	330.00	Woolsey -----	15.00
Marlow -----	960.00	Woodford -----	40.00
Maxwell -----	40.00	Wallville -----	10.15
McGee -----	122.50	Whitehead -----	35.00
Mead -----	60.00	Woodville -----	165.00
Newport -----	20.00	Wynnewood -----	767.50
Ninnekah -----	37.68		
Orinue -----	15.00		
		Total -----	23, 694.53

NOTE.—The towns of Ardmore and Colbert were surveyed by the Chickasaw town-site commission. The survey of the town of Ardmore as made by the commission was found to be erroneous, and an entirely new survey of the town was made under the supervision of this office.

The towns of Francis, Ada, Roff, Scullin, Mill Creek, Ravia, Madill, and Helen were surveyed under contract with Mr. L. F. Parker, general solicitor of the 'Frisco system. An addition has been platted to the town of Francis by this office, and at Madill an addition has been platted to the Parker survey, under the supervision of this office. by the town authorities.

## CREEK NATION.

	Acres.		Acres.
Alabama -----	80.00	Mounds -----	160.00
Beggs -----	160.00	Muscogee -----	2,444.76
Bixby -----	80.00	Okmulgee -----	415.00
Bristow -----	385.00	Red Fork -----	160.00
Checotah -----	503.75	Sapulpa -----	501.25
Clarksville -----	147.50	Tulsa -----	654.58
Coweta -----	85.00	Wetumka -----	160.00
Eufaula -----	431.38	Wagoner -----	2, 700.00
Gibson Station -----	160.00	Winchell -----	160.00
Henryetta -----	157.13	Wildcat -----	158.00
Holdenville -----	429.79	Yeager -----	120.00
Inola -----	160.00		
Kellyville -----	80.00		
Lee -----	45.00		
		Total -----	10, 538.14

NOTE.—The towns of Alabama, Beggs, Henryetta, Holdenville, Mounds, Okmulgee, Wetumka, Winchell, and Yeager have been surveyed under contract with Mr. L. F. Parker, general solicitor of the 'Frisco system. The town of Wagoner was surveyed by the Wagoner town-site commission and the town of Muskogee was surveyed by the Muskogee town-site commission.

## CHEROKEE NATION.

	Acres.		Acres.
Afton	532.50	Maple	42.50
Adair	150.00	North Tulsa	89.77
Bennett	10.00	Nowata	375.63
Bartlesville	342.44	Owasso	95.00
Blue Jacket	196.25	Ochelata	40.00
Braggs	95.54	Oologah	170.00
Big Cabin	70.15	Pryor Creek	365.00
Briartown	30.22	Peggs	45.00
Claremore	657.50	Ruby	20.00
Choteau	130.00	Redland	40.00
Catoosa	165.00	Ramona	110.00
Campbell	165.00	Sallisaw	257.78
Centralia	177.50	Spavinaw	10.00
Chelsea	452.59	Stilwell	162.49
Collinsville	270.00	Tahlequah	632.50
Fort Gibson	467.65	Talala	170.00
Fairland	240.00	Texanna	70.00
Griggs	25.00	Vian	220.62
Grove	210.00	Vera	62.50
Gans	115.00	Vinita	946.23
Hillside	20.00	Watova	37.50
Hanson	95.00	Weldon	37.50
Kansas	45.00	Westville	179.99
Ketchum	20.00	Welch	160.00
Lenapah	118.12	Webbers Falls	80.50
Long	45.00		
Muldrow	210.50	Total	9,501.47
McLain	25.00		

The total number of town sites in the Indian Territory is 298, comprising an area of 62,674.54 acres.

In determining the area of town sites the existing needs were considered as well as allowance made for a reasonable prospective growth. The corners were established from the section and quarter-section corners heretofore set by the Geological Survey, and the limits of the towns were made by subdividing these sections and not following the railroad lines. In numerous instances where towns were laid out by private individuals the limits were established paralleling the railroad and at right angles to same. As these towns in a great many instances has been established or located before the country was sectionized, it was impossible for the people who laid out these places to know where the lines would be or to follow them in any manner. Where the towns had been surveyed by private individuals, it was found by examination and by the Government survey that the work had been done very carelessly and was grossly inaccurate. The maps of the towns—where they had them—were not constructed to scale and the work would not check out with the conditions as they existed on the ground. They were not tied into the section lines, nor were they platted with any degree of accuracy, and in all cases resurveys were made by the Government, which became the original survey of the town. In a large number of the towns located on railroads numerous complications were discovered in reference to the railroad companies' grounds. It was found at some towns that the station grounds had been marked out by the railroad company with permanent monuments, and that these monuments did not agree with the plat as approved by the Department. It was also found at other towns that the railroad company had station grounds fenced off and had plats of the same in their offices showing where they were located, but that these plats had never been approved by the Department and the railroad companies had no title to the grounds. In other instances it was found that the track was not located upon the right of way. In some cases it was found that the station grounds of two different companies conflicted, and it was also ascertained where a railroad had been built before the country was sectionized by the Geological Survey that the same was not connected in with the section and quarter-section corners, and the locations were given by mile posts and plusses through the station grounds. These various discrepancies all had to be rectified before the plat was finally sent to Washington for approval, and this consumed considerable time. Amended plats had to be filed, showing correct location of the different grounds, and approved by the Department before the said grounds were surveyed and platted to the railroad company as they actually existed.

Originally the survey of the town sites in the Choctaw and Chickasaw nations was provided for in the Atoka agreement. This agreement provided that two commissions should be appointed, one member of each by the President of the United States and the other by the executives of each tribe; that each commission should lay out and plat the town sites, to be restricted as far as possible to



the present limits where towns were then located. The Choctaw town-site commission surveyed the towns of Sterrett, Atoka, and South McAlester. The town of South McAlester may be taken as a very fair example of the work. The area of this town site is 2,902.27 acres. The cost of surveying the town site was given by the commission as \$12,000, or at the rate of \$4.14 per acre, the time consumed being about thirteen months. It might be well to state here that the plat of this town site was finally completed by a man detailed from the inspector's office for that purpose. The Chickasaw town site commission surveyed the towns of Colbert and Ardmore. The last-named town was surveyed and platted by this commission at a cost of \$16,000, being at the rate of \$7.16 per acre. This work was found to be erroneous, and an entirely new survey of the town was made under the supervision of the inspector's office, at a cost of \$2.67 per acre. This included the reestablishment of the exterior limits and the making of the plat. Under the Curtis Act a commission was appointed for Muscogee and one for Wagoner. The survey of the town of Muscogee, containing 2,444.76 acres, by the Muscogee town-site commission, cost the Government \$15,842.68, or at the rate of \$6.48 per acre. The survey of Wagoner by the Wagoner town-site commission cost \$16,946.70, being at the rate of \$6.28 per acre. The survey of the town of Ardmore being worthless, it would appear that these four towns as surveyed by the town-site commissions cost the Government at the rate of \$7.55 per acre. The cost of the work under the supervision of the inspector's office has been on an average, in round numbers, \$3 per acre for the different towns, this including railroad fare and transportation for the different surveying parties from town to town.

On May 31, 1900, Congress modified the Choctaw and Chickasaw agreement and authorized the Secretary of the Interior to lay out and survey all the town sites in the Indian Territory having a population of 200 or more, thus taking the work out of the hands of the town-site commissions, as contemplated by the act of June 28, 1898, and placing it under the direction of the Secretary of the Interior. That a great saving has been effected by the passage of this act can be readily seen by examining the cost of the work under the supervision of the inspector's office.

The survey and platting of all the Government town sites in the Indian Territory has been completed excepting the town of Sulphur, in the Chickasaw Nation, Indian Territory. This town site has approximately an area of 1,100 acres. This work has been delayed from time to time on account of an addition to the Government reservation not being definitely determined by Congress. The work at that point will be completed about November 1, 1904, thus completing all the Government town-site surveys in the Indian Territory. The work of surveying and platting these different town sites has been very difficult and tedious. In the business portions of the towns where brick and stone buildings were located in a great many cases party walls divided the holdings of the different individuals, and it became necessary to find out in all instances just where the walls were located—whether they were party walls or all built by one owner. In the residence portions of the towns there was frequently nothing to show as to what the different individuals claimed. This had to be all determined, and the lots upon which they had improvements platted to them accordingly. Where improvements were located on lots it was found that the size of the lots varied. This was due to the location of the improvements on the different lots. In the outlying districts, where the property was all vacant, lots were laid out, in general, 100 by 140 feet, in accordance with departmental instructions. Great care and accuracy has been used in all the work. The sections were carefully subdivided to determine the exterior limits according to the rules of the General Land Office, and the corners set accordingly. Great care was also taken in the location of the railroad companies' grounds, to plat them exactly in accordance with the plats approved by the Interior Department under the various acts of Congress. The holdings of the different individuals were measured very carefully and platted accordingly. Where protest was made regarding the location of streets, alleys, block and lot lines, or the exterior limits, a very careful and personal investigation was made by this office concerning the same and a visit made to the particular town to examine and report on the protest. During the progress of the surveying and platting of the town sites an office was rented by the surveyor in each town, and the plat while being made was subject to the inspection of the mayor and the other town officials, as well as the individual holders of improvements, and they were so informed; so that each and every individual having any improvements or property in the town

site was at liberty at all times to examine the work and see where the lot lines, streets, and alleys were located. In locating the streets and alleys the theory was followed that it was not a question of what any one or a number of persons might wish in laying out streets or alleys in town sites, but the public good, the future needs of the town, and the intentions of the law alone were to govern. After the survey was completed the town council and mayor were asked to pass a resolution indorsing the plat, which was invariably done. This was in accordance with the policy and instructions of the inspector's office when the work was taken from the town-site commission, and has proven to be highly satisfactory to the general public.

During the progress of the work 12 surveying parties were in the field. This force comprised about 6 men to each party, or a total of 72 men, the services of the parties being dispensed with as rapidly as the work was finished. At the present time only one surveying party is in the field, completing the remaining work.

Very respectfully,

JOHN G. JOYCE, Jr.,  
*Acting Supervising Engineer.*

Mr. J. GEORGE WRIGHT,  
*United States Indian Inspector for Indian Territory.*

## 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 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 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 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. KINKEEKEE,  
THOMAS WEST,  
THOMAS FACTOR,  
*Seminole Commission.*  
A. J. BROWN,  
*Secretary.*

#### APPENDIX NO. 2.

AN ACT to ratify an agreement between the Commission to the Five Civilized Tribes and the Seminole tribe of Indians.

Whereas an agreement was made by Henry L. Dawes, Tams Bixby, Archibald S. McKennon, and Thomas B. Needles, the Commission of the United States to the Five Civilized Tribes, and John F. Brown and K. N. Kinkekee, commissioners on the part of the Seminole tribe of Indians, on the seventh day of October, eighteen hundred and ninety-nine, 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, 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. Kinkekee, 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 the Seminole citizens then living; and the rolls so made, when approved by the Secretary of the Interior, as provided by 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 decent 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 the laws the same shall first go to 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. KINKEEKEE,  
*Seminole Commissioners.*

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 June 2, 1900.



## APPENDIX NO. 3.

[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 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 peaceful 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 acts 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, 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, than, 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, and 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 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 Creek 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 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: *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 the 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 Colvert, P. S. Mosely, M. V. Cheadle, R. L. Murray, William Perry, A. H. Colvert, 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, Tuskahoma 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. Morrow, H. R. Schermerhorn, and the widow of R. S. Bell, who having 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 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 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 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 the said patents, except also his interest in the proceeds of all lands, coal, and asphalt herein excepted from allotment.

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

#### RAILROADS.

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

#### TOWN SITES.

It is further agreed that there shall be appointed a commission for each of the two nations. Each commission shall consist of one member, to be appointed by the executive of the tribe for which said commission is to act, who shall not be interested in town property other than his home, and one to be appointed by the President of the United States. Each of said commissions shall lay out town sites, to be restricted as far as possible to their present limits, where towns are now located in the nation for which said commission is appointed. Said commission shall have prepared correct and proper plats of each town, and file one in the clerk's office of the United States district court for the district in which the town is located, and one with the principal chief or governor of the nation in which the town is located, and one with the Secretary of the Interior, be approved by him before the same shall take effect. When said towns are so laid out, each lot on which permanent, substantial, and valuable improvements, other than fences, tillage, and temporary houses, have been made, shall be valued by the commission provided for the nation in which the town is located at the price a fee-simple title to the same would bring in the market at the time the valuation is made, but not to include in such value the improvements thereon. The owner of the improvements on each lot shall have the right to buy one residence and one business lot at fifty per centum of the appraised value of such improved property, and the remainder of such improved property at sixty-two and one-half per centum of the said market value within sixty days from date of notice served on him that such lot is for sale, and if he purchases

the same he shall, within ten days from his purchase, pay into the Treasury of the United States one-fourth of the purchase price, and the balance in three equal annual installments, and when the entire sum is paid shall be entitled to a patent for the same. In case the two members of the commission fail to agree as to the market value of any lot, or the limit or extent of said town, either of said commissioners may report any such disagreement to the judge of the district in which such town is located, who shall appoint a third member to act with said commission, who is not interested in town lots, who shall act with them to determine said value.

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

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

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

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

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

That no law or ordinance shall be passed by any town which interferes with the enforcement of or is in conflict with the laws of the United States in force in said Territory, and all persons in said 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 the 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 ceased 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 objects 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 appraisalment 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 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 arrear 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 arrear 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.*

R. M. HARRIS,  
*Governor.*

J. S. STANDLEY,  
N. B. AINSWORTH,  
BEN HAMPTON,  
WESLEY ANDERSON,  
AMOS HENRY,  
D. C. GARLAND,  
*Choctaw Commission.*

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.*

\* \* \* \* \*

Approved, June 28, 1898

## APPENDIX NO. 4.

[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 allotable" 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's 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.

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 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 allotments 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-seven, 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 "arrear in 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. 5.

[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 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, Ispashecher, 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 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 respec-

tively 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 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 agreement 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 towns.

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. 6.

[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., 961), 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 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 lim-



itation, 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. 7.

[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 "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.

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. Sepa-

rate 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 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 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, depôts, 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 the 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 the 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-eight, 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-eight, 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-eight, 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 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 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.

#### APPENDIX NO. 8.

##### 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 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 appraisalment 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 appraisalment 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. 9.

[Extracts from Indian appropriation act for the fiscal year 1902, approved March 3, 1901 (31 Stat. L., 1058), 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; that 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 said 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.

[Extracts from Indian appropriation act for fiscal year 1903, approved May 27, 1902 (32 Stat. L., 245), showing legislation pertaining to the Indian Territory.]

\* \* \* To pay all expenses incident to the survey, platting, and appraisalment of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections 15 and 29 of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June 28, 1898, 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 lands 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 such 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 Secre-

tary 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 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 28, 1898, 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. 11.

[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 the 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 in full release of the Government from any such claim or claims: *Provided, however*, 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 a 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 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 line 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 such 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.

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 Commission 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. 12.

[Extract from the Indian appropriation act for the fiscal year 1905, approved April 21, 1904 (33 Stat., 189), showing legislation pertaining to the Indian Territory.]

To pay such contingent expenses of the Choctaw and Chickasaw citizenship court and such of its officers as the Secretary of the Interior may deem proper, and for rental of quarters, five thousand dollars, to be immediately available. And the unexpended balance of the appropriation for contingent expenses as provided in the act of July first, nineteen hundred and two, of five thousand dollars remaining on the books of the Interior Department December thirty-first, nineteen hundred and three, amounting to one thousand one hundred and thirty-six dollars and twenty-five cents, to the credit of the Choctaw and Chickasaw citizenship court, is hereby reappropriated for the necessary expenses of the said court until December thirty-first, nineteen hundred and four.

For one stenographer to each of the three judges of the Choctaw and Chickasaw citizenship court, appointed by them, respectively, at one hundred dollars per month each from March third to June thirtieth, nineteen hundred and three, one thousand one hundred and eighty dollars and sixty-five cents; 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; in all, two thousand six hundred and eighty dollars and sixty-five cents, to be immediately available.

**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, and said Commission shall conclude its work and terminate on or before the first day of July, nineteen hundred and five, and said Commission shall cease to exist on July first, nineteen hundred and five: *Provided*, That said Commission shall exercise all the powers heretofore conferred upon it by Congress: *And provided further*, That the Secretary of the Interior is hereby granted authority to sell at public sale in tracts not exceeding one hundred and sixty acres to any one purchaser, under rules and regulations to be made by the Secretary of the Interior, the residue of land in the Creek Nation belonging to the Creek tribe of Indians, consisting of about five hundred thousand acres, and being the residue of lands left over after allotments of one hundred and sixty acres to each of said tribe. And all the restrictions upon the alienation of lands of all allottees of either of the Five Civilized Tribes of Indians who are not of Indian blood, except minors, are, except as to homesteads, hereby removed, and all restrictions upon the alienation of all other allottees of said tribes, except minors and except as to homesteads, may, with the approval of the Secretary of the Interior, be removed, under such rules and regulations as the Secretary of the Interior may prescribe, upon application to the United States Indian agent at the Union Agency in charge of the Five Civilized Tribes, if said agent is satisfied upon a full investigation of each individual case that such removal of restrictions is for the best interest of said allottee. The finding of the United States Indian agent and the approval of the Secretary of the Interior shall be in writing and shall be recorded in the same manner as patents for lands are recorded.

Expenses of commissioners and necessary expenses of employees; for clerical help, including secretary of the Commission and interpreters, two hundred and forty-two thousand two hundred and ninety-five dollars; contingent expenses of the Commission, three 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 sixty-five thousand two hundred and ninety-five dollars.

That no proceedings heretofore had with respect to allotments in the Cherokee Nation shall be held invalid on the ground that they were had before there was authority to begin the work of allotment in said nation: *Provided*, That nothing herein shall be construed as validating any filings heretofore made on lands segregated for the Delaware Indians.

To complete the town-site appraisement and surveys in the Indian Territory under the provisions of the act of June twenty-eighth, eighteen hundred and ninety-eight, twenty-five thousand dollars: *Provided*, That said work shall be completed on or before July first, nineteen hundred and five.

To carry out the provisions of section ten of the supplemental agreements with the Creek Nation, as ratified by the act of June thirtieth, nineteen hundred and two, and section thirty-seven of the Cherokee agreement, as ratified by the act of July first, nineteen hundred and two, ten thousand dollars.

For the purpose of placing allottees in the Indian Territory in possession of their allotments, to be expended under the direction of the Secretary of the Interior, thirty thousand dollars: *Provided*, That no portion of the money herein appropriated for the Indian Territory shall be paid to any person in the service of the United States until such person shall make oath that he has no financial interest with any person or corporation dealing in Indian lands in the Indian Territory.

That the Delaware-Cherokee citizens who have made improvements, or are in rightful possession of such improvements, in the Cherokee Nation at the time of the passage of this act shall have the right to first select from said improved lands their allotments, and thereafter, for a period of six months, shall have the right to sell the improvements upon their surplus holdings of lands to other citizens of the Cherokee Nation entitled to select allotments at a valuation to be approved by an official to be designated by the President for that purpose; and the vendor shall have a lien upon the rents and profits of the land on which the improvements are located for the purchase money remaining unpaid; and the vendor shall have the right to enforce such lien in any court of competent jurisdiction. The vendor may, however, elect to take and

retain the possession of the land at a fair cash rental, to be approved by the official so as aforesaid designated, until such rental shall be sufficient to satisfy the unpaid purchase price, and when the purchase price is fully paid he shall forthwith deliver possession of the land to the purchaser: *Provided, however*, That any crops then growing on the land shall be and remain the property of the vendor, and he may have access to the land so long as may be necessary to cultivate and gather such growing crops. Any such purchaser shall, without unreasonable delay, apply to select as an allotment the land upon which the improvements purchased by him are located, and shall submit with his application satisfactory proof that he has in good faith purchased such improvements.

For clerical work and labor connected with the sale and leasing of Creek and the leasing of Cherokee lands, fourteen thousand dollars.

That the Secretary of the Interior be, and he is hereby, authorized and directed to pay to the intruders in the Cherokee Nation, Indian Territory, who have not heretofore for any reason been paid the amounts due them by appraisalment heretofore made for improvements, such payment to be made out of funds now at the disposal of the Secretary of the Interior for such purpose.

That the Secretary of the Interior be, and he is hereby, authorized and directed, upon the sale of lands in Indian Territory covered by coal and asphalt leases, to sell such lands subject to the right of the lessee to use so much of the surface as may be needed for coke ovens, miners' houses, store and supply buildings, and such other structures as are generally used in the production and shipment of coal and coke. Lessees may use the tipples and underground workings located on any lease in the production of coal and coke from adjoining leases, and are hereby authorized to surrender leased premises to the owner thereof on giving sixty days' notice in writing to such owner and paying all charges and royalties due to the date of surrender: *Provided, however*, That nothing herein contained shall release the lessee from the payment of the stipulated royalty so long as such lessee remains in possession of any of the surface of the lands included in his lease for any purpose whatever: *And provided*, That any lessee may remove or dispose of any machinery, tools, or equipment the lessee may have upon the leased lands.

That the act 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 first, eighteen hundred and ninety, be, and the same is hereby, amended so as to confer upon the Court of Claims the same jurisdiction to determine the claims and rights of those alleged citizens of the Cherokee Nation known as intermarried whites as is therein conferred upon said court relative to the rights and claims of the Shawnee and Delaware Indians and the freedmen of said Cherokee Nation, and said case shall be advanced on the calendar of said Court of Claims and the calendar of the Supreme Court, if the same is appealed. Said court in said judgment shall fix the amount due the attorney or attorneys of record for their legal services, not exceeding the amount stipulated by the contracts between said claimants and said attorneys, and shall in said judgment direct that the accounting officers of the United States shall deduct from the amount due each claimant the attorney fee allowed in said judgment and pay the same directly to said attorneys and shall pay the balance to the claimants.

All unleased lands which are by section fifty-nine of an act entitled "An act to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes," approved July first, nineteen hundred and two, directed to "be sold at public auction for cash," and all other unleased lands and deposits of like character in said nations segregated under any act of Congress, shall, instead, be sold under direction of the Secretary of the Interior in tracts not exceeding nine hundred and sixty acres to each person, after due advertisement, upon sealed proposals, under regulations to be prescribed by the Secretary of the Interior and approved by the President, with authority to reject any or all proposals: *Provided*, That the President shall appoint a commission of three persons, one on the recommendation of the principal chief of the Choctaw Nation who shall be a Choctaw by blood, and one upon the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw by blood, which commission shall have a right to be present at the time of the opening of bids and be heard in relation to the acceptance or rejection thereof.

All expenses, inclusive of necessary clerical help in the Department of the Interior, connected with and incident to such sale shall be paid from the funds of the Choctaw and Chickasaw tribes on deposit in the Treasury of the United



**States: *Provided*,** That all leased lands shall be withheld from sale until the further direction of Congress.

For the maintenance, strengthening, and enlarging of the tribal schools of the Cherokee, Creek, Choctaw, Chickasaw, and Seminole nations, and making provision for the attendance of children of noncitizens therein, and the establishment of new schools under the control of the tribal school boards and the Department of the Interior, the sum of one hundred thousand dollars, or so much thereof as may be necessary, to be placed in the hands of the Secretary of the Interior and disbursed by him under such rules and regulations as he may prescribe.

SEC. 18. That the Secretary of the Interior is hereby authorized and directed to withhold from sale or other disposition the irregular tract of land containing seventy-eight and sixty-eight one-hundredths acres, more or less, lying in the northwest quarter of section two and the northeast quarter of section three, township one south, range three east, and being within the exterior boundaries of the proposed town site of Sulphur, in the Chickasaw Nation, Indian Territory, and excluded from said town site by order of the Secretary of the Interior, of October twentieth, nineteen hundred and three, and also to withdraw and withhold from disposition the tract of land within the exterior boundaries of said proposed town site, lying south of and adjacent to the tract above mentioned, containing in the aggregate one hundred and thirty-eight acres, more or less, and mentioned in the report of Gerard H. Matthes, of December twenty-seventh, nineteen hundred and three, to F. H. Newell, Chief Engineer, United States Geological Survey, and shown upon the map accompanying said report by a yellow line.

The land hereby reserved shall be paid for by the United States at the rate of sixty dollars per acre and in the same manner as the land acquired in accordance with paragraph sixty-four of the act of Congress approved 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," and such money as may be necessary to carry out this provision is hereby appropriated, from any money in the United States Treasury not otherwise appropriated, and made immediately available.

All improvements upon said land at the passage of this act shall be appraised and paid for as provided in said paragraph sixty-four of the act of July first, nineteen hundred and two.

The land hereby reserved shall, immediately upon payment therefor by the United States, be and become a part of the reservation heretofore established at the said village of Sulphur, and shall be subject to all the provisions of said section sixty-four of the act of July first, nineteen hundred and two, respecting the care, control, direction, use, and occupancy thereof, as if they had been included in the original segregation: *Provided*, That the Secretary of the Interior is hereby authorized, in the absence of other provisions for the care and management thereof, to designate an officer or employee of his Department to take charge of the land, whether acquired under said section sixty-four of the act of July first, nineteen hundred and two, or under this act, and to enforce rules and regulations for the control and use thereof, and of the waters of the springs and creeks within the reservation: *Provided further*, That the Secretary of the Interior is hereby authorized, in his discretion, to sell or dispose of any buildings upon the land hereby reserved and upon the land originally reserved, and all money received from such sales, as well as all money heretofore received or that may hereafter be realized for the use of said waters or for the use and occupancy of the land or the buildings thereon, through leases, permits, or otherwise, may be expended under the direction of the Secretary of the Interior for the care and management of said lands and the preservation of the improvements thereon: *And provided further*, That if any person, firm, or corporation shall willfully violate any of the rules and regulations prescribed by the Secretary of the Interior relative to the use of the waters of said springs and creeks and the use and occupation of the lands in said reservation, such person, firm, corporation, or members or agents thereof, shall be deemed guilty of a misdemeanor, and upon conviction shall be fined not less than five dollars and not more than one hundred dollars, and may be imprisoned for a term of not more than six months for each offense.

The Secretary of the Interior is hereby directed to appraise, at their actual value at the time of such appraisement, all town lots held by citizens of the United States within the limits of the tract of land ceded to the United States by the Choctaw and Chickasaw nations, at or near Sulphur Springs, in the

Chickasaw Nation, Indian Territory, and pay for the same to such lot holders severally, or to their legal representatives, the appraised value of such lots by warrants drawn by the Secretary of the Interior upon the Treasurer of the United States; and the amount necessary to pay the same is hereby appropriated from any money in the Treasury not otherwise appropriated. The foregoing appraisal of lots shall be completed within three months from the passage of this act.

#### APPENDIX NO. 13.

##### 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, 1903 (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 sub-treasury 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 pro-

cure 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.

\_\_\_\_\_, 190\_\_\_\_.  
I hereby apply for permission to enter into a contract with the United States Indian agent at Muskogee, Indian Territory, for the purchase of (c) \_\_\_\_\_, located on the (b) \_\_\_\_\_.

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 \_\_\_\_\_, \_\_\_\_\_.

#### 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, Muskogee, Indian Territory, this \_\_\_\_\_ day of \_\_\_\_\_, 190\_\_\_\_, by and between \_\_\_\_\_, United States Indian agent for the Union Agency, party of the first part, and \_\_\_\_\_, of \_\_\_\_\_,

<sup>a</sup> Insert amount, kind, and character of timber or stone, or both, desired.

<sup>b</sup> Insert description of land.

<sup>c</sup> State 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.

part— of the second part, under and in pursuance of the provisions of the act of Congress approved June 8, 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 (\*) ———, of range (\*) ———, 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.

——— dollar— per cubic yard.

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.

\* State whether north or south.

<sup>b</sup> State whether east or west.

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.

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

— [SEAL.]

U. S. Indian Agent.

— } As to

— [SEAL.]

— } As to

— [SEAL.]

— } As to

— SEAL.]

[Indorsements on contract.]

No. —.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C.

— AGREEMENT.

—, U. S. Indian Agent,

WITH

—, of —.

Sec. —, Tp. —, Range —, in the  
— Nation, Indian Territory.

Dated —, 190—.

Expires —, 190—.

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.

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

Washington, D. C., —, 190—.

Respectfully submitted to the Secretary of the Interior with favorable recommendation.

—, Commissioner.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., —, 190—.

Approved.

—, Secretary of the Interior.

#### FORM OF BOND.

KNOW ALL MEN BY THESE PRESENTS, That we <sup>(b)</sup> —, 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.

Sealed with our seals and dated the — day of —, 190—.

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 <sup>(c)</sup> 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 (Pub-

<sup>a</sup> Two witnesses to each signature, including signature of agent.

<sup>b</sup> The Christian names and residences of principals and of the sureties, where personal sureties are given, of whom there must be two.

<sup>c</sup> Give description of land.



lic—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 (a) —

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[L. S.] (a)  
[L. S.] (a)  
[L. S.] (a)  
[L. S.] (a)

[Indorsement on bond.]

DEPARTMENT OF THE INTERIOR.

WASHINGTON, D. C.

BOND

of \_\_\_\_\_, covering the purchase of  
\_\_\_\_\_, in the \_\_\_\_\_ Nation, Indian Ter-  
ritory.  
Dated \_\_\_\_\_, 190 .

Approved

\_\_\_\_\_  
Secretary.

APPENDIX NO. 14.

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 semiannually, 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

\* There must be at least two witnesses to all signatures, though the same two persons may witness all.

\* A seal must be attached by some adhesive substance to the signatures of principals and sureties.

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. 15.

AN ACT to amend an act to prohibit the passage of local or special laws in the Territories, to limit Territorial indebtedness, and so forth.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the act of Congress approved July thirtieth, eighteen hundred and eighty-six, entitled "An act to prohibit the passage of local or special laws in the Territories of the United States, to limit Territorial indebtedness, and for other purposes," is hereby amended so as to permit, authorize, and legalize the issuance of bonds by chartered municipal corporations having a bona fide population of not less than one thousand persons, as shown by the last school census taken before any election to be held under the provisions of this act, in any Territory of the United States, for sanitary and health purposes, the construction of sewers, waterworks, and the improvement of streets. The limitations of said act of July thirtieth, eighteen hundred and eighty-six, shall not apply to such municipal corporations: *Provided*, That before any bonds shall be issued the mayor and common council of said chartered municipal corporations shall cause an election to be held in such city or town, and the mayor and common council of such municipal corporation shall cause to be published, in a newspaper of general circulation published in such city or town, a notice of the time and place or places of holding such election. Such notice shall be given at least thirty days before such election. On the question of the issuance of said bonds no person shall be qualified to vote except he be in all respects a qualified elector and owner of real or personal property subject to taxation within the municipality. In case two-thirds of the qualified voters, as above described, shall vote affirmatively for the issuance of said bonds, then the mayor and common council shall issue the same, and not otherwise. Said bonds shall contain all necessary provisions as to form, and such municipality shall provide a proper sinking fund for the redemption of said bonds. Said bonds shall not bear a rate of interest exceeding six per centum per annum, and the interest shall be paid semiannually, and none of said bonds shall be sold for less than their par value.

SEC. 2. That the act of the Territory of Arizona, approved the eighth day of March, eighteen hundred and ninety-seven, which authorizes the issuance of bonds of the Territory for the construction of a capitol building, is hereby confirmed and ratified.

Approved, March 4, 1898.

#### APPENDIX NO. 16.

[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 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 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, turnouts, 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, round-houses, 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 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 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 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 such 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. 17.

[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 Tishomigo.

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 Chickasaw 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. 18.

## AN ACT establishing a United States court at Marietta, Indian Territory.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That in addition to the places now provided by law for holding courts in the southern judicial district of Indian Territory court shall be held in the town of Marietta, and all laws regulating the holding of courts in the Indian Territory shall be applicable to the said court hereby created in the said town of Marietta.

SEC. 2. That the territory described in this section shall be known as recording district numbered twenty-six.

"Beginning at a point where range line between ranges two and three west reaches Red River, being the corner of district numbered twenty; thence down Red River with all of its meanderings to the range line between ranges three and four east, being corner of district numbered twenty-one; thence north on said range line to township line between numbers five and six south; thence west on said township line to where it intersects township line between townships two and three west, same being east line of district numbered twenty; thence south on said township line to Red River."

The place of recording in such district shall be at the town of Marietta, and the provisions of the act of Congress approved February nineteenth, nineteen hundred and three, shall apply to this district where applicable.

SEC. 3. That all laws and parts of laws in conflict with the provisions of this act are hereby repealed.

Approved March 7, 1904.

## APPENDIX NO. 19.

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 con-

structed 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 ground 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 accented 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. 20.

REGULATIONS OF THE DEPARTMENT OF THE INTERIOR UNDER ACT OF MARCH 11, 1904, CONCERNING RIGHT OF WAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF PIPE LINES FOR THE CONVEYANCE OF OIL AND GAS 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., April 8, 1904.

The following regulations are prescribed under the act of March 11, 1904 (Public—No. 45), granting right of way for the construction, operation, and maintenance of pipe lines for the conveyance of oil and gas 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 allotted lands:

1. The act of Congress approved March 11, 1904, entitled "An act authorizing the Secretary of the Interior to grant right of way for pipe lines through Indian lands," is as follows:

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 pipe lines for the conveyance of oil and gas 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, and the maps of definite location of said lines approved by, the Secretary of the Interior: *Provided*, That the construction of lateral lines from the main pipe line establishing connection with oil and gas wells on the individual allotments of citizens may be constructed without securing authority from the Secretary of the Interior and without filing maps of definite location, when the consent of the allottee upon whose lands oil or gas wells may be located and of all other allottees through whose lands said lateral pipe lines may pass has been obtained by the pipe-line company: *Provided further*, That in case it is desired to run a pipe line under the line of any railroad, and satisfactory arrangements can not be made with the railroad company, then the question shall be referred to the Secretary of the Interior, who shall prescribe the terms and conditions under which the pipe-line company shall be permitted to lay its lines under said railroad. 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 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 incorporated cities and towns into and through which such pipe 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, and nothing herein shall authorize the use of such right of way except for pipe line, and then only so far as may be necessary for its construction, maintenance, and care: *Provided*, That the rights herein granted shall not extend beyond a period of twenty years: *Provided further*, That the Secretary of the Interior, at the expiration of said twenty years, may extend the right to maintain any pipe line constructed under this act for another period not to exceed twenty years from the expiration of the first right upon such terms and conditions as he may deem proper.

SEC. 2. The right to alter, amend, or repeal this act is expressly reserved.

## THE APPLICATION.

2. No company or individual is authorized to construct an oil or gas pipe line across Indian lands, as mentioned in the foregoing act of March 11, 1904, 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 oil or gas pipe line within the lands named in the above act 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 oil or gas pipe line 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.

## MAPS OF DEFINITE LOCATION.

4. It is further provided in said act 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 act 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. The scale of maps showing the line of the 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.

8. 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.

9. In filing maps of location for approval under said act 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.

10. Except for good and sufficient reasons to the contrary no action will be taken upon such map until the expiration of twenty days from the date of such service.

11. 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.

12. When an oil or gas pipe line 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.

13. 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.

#### COMPENSATION AND DAMAGES.

14. 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 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.

15. No company or individual should 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.

16. When any subsequent damages may arise by reason of the bursting of any pipe or by the entry upon any land of any tribe, individual occupant, or allottee of the employees of said company for the purpose of repairing said line, compensation therefor shall be made to such tribe, occupant, or allottee upon terms of settlement to be amicably arranged or upon failure of amicable settlement, in manner to be determined by the Secretary of the Interior.

#### MANNER OF CONSTRUCTION.

17. All pipe lines authorized by the act of March 11, 1904, shall be buried to a sufficient depth under the surface as not to interfere with the cultivation of the land above and at the risk of the company laying the same. Any authority granted to any company or individual under the provisions of said act is subject to the right of the full use and enjoyment of the premises by the tribe, nation, individual owner, occupant, or allottee, except as otherwise provided by the act and these regulations.

18. Any company or individual obtaining the benefits of this act under these regulations does so with the understanding that all claims for damages of whatever nature to any of the pipes or pipe lines, arising from the cultivation in the usual manner of the land lying above such pipes or pipe lines, are waived upon the part of said company or individual.

19. Where such pipes or pipe lines are laid under any road or traveled highway the company or person constructing the same shall keep open to travel during construction at least one-half in width of such road or highway, and upon completion of construction shall restore the same to its original condition, refilling any excavation whenever, by settling or other causes, the necessity may arise.

20. Wherever any such pipes or pipe lines are constructed across a ravine, canyon, or waterway the same shall be laid either below the bed of such ravine, canyon, or waterway, or upon such suitable superstructure as will not cause obstructions.

#### PUMPING STATION AND TANK SITES.

21. Where additional right of way is required for the location of pumping stations or sites for receiving and distributing tanks application therefor should be made in manner as herein provided for pipe lines, accompanied by a map showing the location of the right of way desired with connecting line to the main pipe line. Applications for such additional right of way may be sub-

mitted separately or may be incorporated in the application concerning the main line.

Action with respect to the approval of maps of this character will be taken upon the merits of each case considering the character of the holdings. The matter of compensation will be determined in such manner as the Secretary of the Interior may direct in each case.

#### IN GENERAL.

22. No company having secured a right of way under the provisions of this act will be permitted to lease or enter into any arrangements with any other company or individual for the use of any pipe line or fixtures constructed and maintained by virtue of authority granted under this act without first obtaining the consent of the Secretary of the Interior.

23. The foregoing regulations shall be observed, so far as applicable, by any individual seeking to procure a right of way for the construction of oil or gas pipe lines under the provisions of this act, and particularly as to the purpose, intent, and financial ability of the applicant.

24. If in the administration of said act 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.

W. A. JONES, *Commissioner.*

DEPARTMENT OF THE INTERIOR,  
April 12, 1904.

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 oil or gas pipe line 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 oil or gas pipe 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 act of Congress approved March 11, 1904 (Public—No. 45), entitled "An act authorizing the Secretary of the Interior to grant right of way for pipe lines through Indian lands."

[SEAL OF COMPANY.]

President of the \_\_\_\_ Company.

Attest:

\_\_\_\_\_  
Secretary.

## APPENDIX NO. 21.

AN ACT to put in force in the Indian Territory certain provisions of the laws of Arkansas relating to corporations, and to make said provisions applicable to said Territory.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That section five hundred and four and the succeeding sections down to and including section five hundred and nine, section nine hundred and sixty, and the succeeding sections down to and including section one thousand and thirty-five, of the laws of Arkansas be, and the same are hereby, extended over and put in force in the Indian Territory, so far as they may be applicable and not in conflict with any law of Congress applicable to said Territory heretofore passed.

SEC. 2. That wherever in said sections the word "county" occurs there shall be substituted therefor the words "judicial district," and where the words "county court" occur the words "United States courts" shall be substituted therefor; wherever the words "State" or "State of Arkansas" occur there shall be substituted therefor the words "Indian Territory;" wherever the words "secretary of state" occur there shall be substituted therefor the words "clerk of the United States court of appeals for the Indian Territory," and said clerk shall be entitled to the same fees and compensation for his services rendered under this act that secretary of state in Arkansas is entitled to receive for like services, and shall retain the same as compensation for his services under this act; wherever the words "clerk of the county" occur there shall be substituted therefor the words "clerk of the judicial district," and said clerk shall be entitled to the same fees and compensation for his services rendered under this act that county clerks are entitled to receive for like services, and shall retain the same as compensation for his services under this act; wherever the words "general assembly" occur there shall be substituted therefor the words "Congress of the United States;" and where the words "vest in the State" occur in section one thousand and thirty-five there shall be substituted therefor the words "vest in the United States:" *Provided*, That companies may be incorporated under the provisions of this act to construct, own, and operate electric railroads, telephone, and telegraph lines in Indian Territory.

SEC. 3. That foreign incorporations may be authorized to do business in the Indian Territory under such limitations and restrictions as may be prescribed by law; and as to contracts made and business done in the Indian Territory they shall be subject to the same regulations, limitations, and liabilities, and shall exercise no other or greater powers, privileges, or franchises than may be exercised by like corporations organized under the provisions of sections one and two of this act.

SEC. 4. That before any foreign corporation shall begin to carry on business in the Indian Territory it shall, by its certificate, under the hand of the president and seal of such company, filed in the office of the clerk of the United States court of appeals for the Indian Territory, designate an agent, who shall reside where the United States court of appeals for the Indian Territory is held, upon whom service of summons and other process may be made. Such certificate shall also state the principal place of business of such corporation in the Indian Territory. Service upon such agent shall be sufficient to give jurisdiction over such corporation to any of the United States courts for the Indian Territory. If any such agent shall be removed, resign, die, or remove from the Indian Territory, or otherwise become incapable of acting as such agent, it shall be the duty of such corporation to appoint immediately another agent in his place, as hereinbefore provided.

SEC. 5. That if any foreign corporation shall fail to comply with the provi-

sions of the foregoing sections, all its contracts with citizens and residents of the Indian Territory shall be void as to the corporation, and no United States court in the Indian Territory shall enforce the same in favor of the corporation.

SEC. 6. That corporations doing business in the Indian Territory at the time of the passage of this act are given ninety days in which to comply with section four in order to avoid the penalty of section five.

SEC. 7. That the clerk of the United States court of appeals for the Indian Territory shall charge and receive for services imposed upon him by the provisions of this act the same fees allowed officers of the State of Arkansas for like services under the laws of that State.

SEC. 8. That any bank or trust company now or hereafter organized under the laws of Arkansas or any other State may transact such business in the Indian Territory as is authorized by its charter and that is not inconsistent with the laws in force in the Indian Territory, and may loan money and contract for the payment of the same at rate of interest not to exceed the sum of eight per centum per annum, and a like rate for a period less than a year: *Provided*, That the lawful interest in said Territory shall be six per centum when no rate of interest is agreed upon, but in no case shall the interest exceed eight per centum per annum.

SEC. 9. That the United States courts in the Indian Territory shall have and exercise, in reference to all corporations created under this act, the same powers and jurisdiction as may be exercised in the State of Arkansas by the courts of that State over corporations created therein under the provisions of any law in force in that State relating to corporations.

Approved, February 18, 1901.

#### APPENDIX NO. 22.

AN ACT to amend section six, chapter one hundred and nineteen, United States Statutes at Large, numbered twenty-four.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That section six of chapter one hundred and nineteen of the United States Statutes at Large numbered twenty-four, page three hundred and ninety, is hereby amended as follows, to wit: After the words "civilized life," in line thirteen of said section six, insert the words "and every Indian in Indian Territory."

Approved, March 3, 1901.

#### APPENDIX NO. 23.

AN ACT to provide for the care and support of insane persons 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 hereby authorized to make proper arrangements for the care and support of insane persons in the Indian Territory, and for that purpose the sum of twenty-five thousand dollars, or so much thereof as may be necessary, is hereby appropriated out of any money in the Treasury not otherwise appropriated: *Provided*, however, That insane Indians in said Territory shall be cared for at the asylum at Canton, Lincoln County, South Dakota.

Approved, April 28, 1904.

#### APPENDIX NO. 24.

[PUBLIC—No. 157.]

AN ACT regulating the practice of medicine and surgery in the Indian Territory.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That hereafter no person shall practice medicine and surgery, or either, as a profession in the Indian Territory without first being registered as a physician and surgeon, or either, in the office of the

clerk of the United States court in the district in which he or she offers to practice.

SEC. 2. That each district clerk in the Indian Territory shall keep in his office a well-bound book, in which he shall register the names of all such persons as shall be lawfully qualified, as hereinafter provided, and who shall apply for registration as physician and surgeon, or either, with the date of such registration.

SEC. 3. That hereafter any person who may wish to practice the science of medicine or surgery, or both, in the Indian Territory shall be allowed to register as such who shall file with the clerk of the United States court of any district in the Indian Territory a certificate of qualification signed by a majority of the board of medical examiners of the district in the Indian Territory in which he or she offers to register: *Provided*, That any person living in a district in which no board is organized may apply to the board of some other district in the Indian Territory.

SEC. 4. That immediately after the passage of this act the United States judge of each district in the Indian Territory shall appoint for his district a board of medical examiners, consisting of three persons, who shall be citizens of the district and learned in the science of medicine and surgery, of good moral character, graduates of some reputable medical college recognized by either of the American medical college associations, and who shall thereafter be duly registered under this act, who shall hold their office for a period of four years, or until their successors are duly appointed and qualified; and should a vacancy occur in any of said boards at any time, the same shall be filled by appointment made by the United States judge of the district in which the vacancy occurs.

SEC. 5. That the members of said board shall, before entering upon the discharge of their duties, take the official oath required to be taken by officers of the Indian Territory.

SEC. 6. That at the first meeting of the members of such boards, after they shall have been appointed, preparatory to the transaction of business assigned them under this act, they shall organize by electing one of their members as president and another as secretary, and adopt a seal.

SEC. 7. That physicians and surgeons who shall be engaged in practice at the time of the passage of this act shall each, within six months thereafter, present to said board their diplomas, together with affidavit in each case that the affiant is the lawful possessor of the same and he is the person named therein. Such as have no diplomas shall within the same time submit sworn applications, setting forth the extent of their medical education and their experience as practitioners, and shall be subjected to a careful examination by the board.

SEC. 8. That the regular meetings of each board shall be held quarterly at the court-house of that district on the first Monday in January, April, July, and October in each year, and when so assembled said board shall faithfully and impartially examine all such persons as shall appear before them for that purpose touching their qualifications to practice medicine and surgery, or either, and all such persons as shall satisfy such board of examiners, or a majority of them, that he or she is of good moral character and duly qualified in knowledge and capacity to practice medicine and surgery, or either, shall receive from such board a certificate of qualification as physician and surgeon, or either, as the case may be, which certificate shall entitle such person to registration under the provisions of sections two and three: *Provided further*, That no person desiring to practice medicine under this act shall be excluded therefrom on account of any particular system or school of medicine that he or she may desire to practice.

SEC. 9. That the board may refuse certificates to persons guilty of unprofessional or dishonorable conduct, and it may revoke certificates for like causes: *Provided always*, That they have given the person an opportunity to be heard in his or her defense.

SEC. 10. That any person desiring to be examined at any other time than the regular quarterly meeting shall notify the president of the board of such desire, whose duty it shall be to assemble the board as soon as practicable and examine such applicant.

SEC. 11. That the district clerk shall give to every person registered under this act a certificate of registration over his signature and official seal, and such certificate shall authorize any such person to practice as physician or surgeon, or both, as the case may be, in any district in the Indian Territory, provided he or she registers said certificate with the clerk of the United States court for each district in which he or she desires to practice.

SEC. 12. That the clerk shall receive as his fee for all services required of him under this act in each case the sum of one dollar and fifty cents.

SEC. 13. That any two members of said board shall constitute a quorum for the transaction of all such business as shall come before it, and each applicant for examination shall pay in advance to the secretary, to be divided equally among the members of such board, the sum of ten dollars, which shall be their only compensation.

SEC. 14. That all physicians and surgeons holding diplomas desiring to practice the science of medicine and surgery in the Indian Territory shall submit the same to the board of examiners for the district in which they desire to practice for examination and approval, for which said applicant shall pay a fee of one dollar to said board, and upon approval by said board of said diploma shall not be required to undergo the examination herein provided for; and said board shall issue to said applicant a certificate of approval, which certificate shall be registered in the clerk's office for the district in which said board holds jurisdiction: *Provided, however*, That no person holding a diploma issued after July first, nineteen hundred and four, shall be permitted to practice medicine or surgery for pay in the Indian Territory except that the diploma be issued by a medical school or college requiring a preliminary examination for admission to its course of study in all the common branches and the higher mathematics, which requirements shall be regularly published in all the advertisements and in each prospectus or catalogue issued by said school, which medical school or college shall also require as a requisite for granting the degree of doctor of medicine attendance upon at least four courses of lectures of six months each, no two of said courses to be held within one year, and having a full faculty of capable professors in all the different branches of medical education, to wit, anatomy, physiology, chemistry, toxicology, histology, pathology, hygiene, materia medica, therapeutics, obstetrics, bacteriology, medical jurisprudence, gynecology, principles and practice of medicine and surgery, and specially requiring clinical instruction in the last two named of not less than four hours per week in each during the last two courses of lectures.

SEC. 15. That any person who shall prescribe or administer medicine for or who shall in any manner treat disease, wounds, fractures, or other bodily injury for pay shall be deemed physicians and surgeons under this act.

SEC. 16. That any person who shall hereafter engage in the practice of medicine and surgery, or either, in the Indian Territory, in violation of the requirements of this act, shall be deemed guilty of a misdemeanor, and upon conviction in any court having jurisdiction thereof under the laws of the United States governing the practice of medicine and surgery in the Indian Territory shall be fined in any sum not less than twenty-five dollars and not more than one hundred dollars; and each day said physician or surgeon shall practice medicine or surgery without being registered as hereinbefore required shall be deemed a separate offense: *Provided, however*, That nothing in this act shall be construed to prohibit gratuitous service in cases of emergency or the domestic administration of family remedies. And this act shall not apply to surgeons in the service of the United States in the discharge of their official duties, or to physicians or surgeons from other Territories or States when in actual consultation with a physician or surgeon duly registered as provided herein: *And provided further*, That osteopath, massage, Christian science, and herbal treatment shall not be affected by this act.

Approved, April 23, 1904.

#### APPENDIX NO. 25.

[PUBLIC—No. 238.]

#### AN ACT in relation to pharmacy in the Indian Territory.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That it shall hereafter be unlawful for any person other than a registered pharmacist or assistant pharmacist, as hereinafter defined, to retail, compound, or dispense drugs, medicines, and pharmaceutical preparations in the Indian Territory as at present compounded and refined, unless such person shall be a registered pharmacist as this act provides, or shall place in charge of said pharmacy, store, or shop a registered pharmacist, except as hereinafter provided.



SEC. 2. That "registered pharmacists" shall comprise all persons regularly engaged as such in the Indian Territory at the time of the passage of this act, and all persons over twenty-one years of age, having three years' practical experience in compounding and dispensing physicians' prescriptions, who shall pass a satisfactory examination before the Territorial board of pharmacy herein provided for. Graduates in pharmacy who have obtained diplomas from such colleges and schools of pharmacy as shall be approved by the board of pharmacy may, on payment of a fee of five dollars, be made registered pharmacists.

SEC. 3. That "assistant pharmacists," in the meaning of this act, shall comprise all persons who have been authorized to assist in the dispensing and compounding of physicians' prescriptions under the supervision of a properly qualified pharmacist, or all persons over eighteen years of age, having two years' practical experience in the compounding and dispensing of physicians' prescriptions, who shall pass such examination as the Territorial board of pharmacy shall require. Assistant pharmacists shall not be permitted to conduct or manage a pharmacy on their own account, or to assume the management of such business for others, or to fill any prescriptions except under the immediate supervision of a regularly licensed and registered pharmacist.

SEC. 4. That immediately upon the passage of this act and annually thereafter the Indian Territory Pharmaceutical Association shall submit to the chief justice of the court of appeals for the Indian Territory the names of ten or more pharmacists having at least ten years' actual experience as dispensing pharmacists, and who are all residents of the Indian Territory, and from this number the said chief justice shall appoint five; and the said five pharmacists so selected shall constitute the Territorial board of pharmacy for the Indian Territory, and shall hold their office for one, two, three, four, and five years, respectively, or until their successors have been duly qualified, and each year thereafter one member of the board shall be appointed by said chief justice to hold for the term of five years or until his successor shall have been duly qualified. In case of resignation or removal from the Territory of any member of said board, or a vacancy occurring from any cause, the said chief justice shall appoint a registered pharmacist to serve as a member of the board for the remainder of the unexpired term.

SEC. 5. That the said board shall, within thirty days from its appointment, meet at such place in said Indian Territory as said chief justice shall designate, and organize by the election of a president, secretary, and treasurer, who shall serve for the term of one year, and who shall perform the duties prescribed by the board. Meetings for the examination of applicants for registration, granting of certificates, and the transaction of other necessary business shall be held at least once in four months and at such times and places as may be fixed upon by the board: *Provided*, That ten days' public notice of the time and place of each meeting at which there is an examination of candidates for registration shall be given. It shall be the duty of the board to see that all applications for examination and registration are submitted in proper form; to grant certificates to such persons as may be entitled to the same under this act; to cause the prosecution of all persons violating any of the provisions of this act; to report annually to the Indian Territory Pharmaceutical Association upon the condition of pharmacy in the Indian Territory, which report shall also furnish the record of the proceedings of the board, as well as the names of all persons registered under this act; to keep a book for registration, in which shall be registered the names and places of business of all persons registered under this act, on what grounds and under what particular section of this act each was registered, and any other facts pertaining to the granting of certificates. The said board shall have power to make by-laws for the full and proper execution of its duties under this act; to prescribe the forms and methods of applications, examination, and registration; to revoke the certificates of registration of any person against whom charges of incompetency may be made and sustained, or for other reasons satisfactory to said board; to demand and receive from applicants the fees herein provided, which shall be held by the board and applied to the payment of salaries and other necessary expenses incident to the full discharge of its duties.

SEC. 6. That the salaries of said board shall be five dollars to each member for each day of actual service and all legitimate expenses incurred in the discharge of official duties. The secretary of said board shall receive an additional salary, to be fixed by the board, and not to exceed five hundred dollars per annum. He shall pay to the treasurer at each meeting, or whenever the board may direct, such funds of the board as may be in his possession and take the treasurer's

receipt therefor: *Provided*, That no part of the salaries or expenses of the board shall be paid by the United States Government. In its annual reports to the Indian Territory Pharmaceutical Association the board shall render an account of all moneys received and disbursed pursuant to this act, and the secretary and treasurer shall give such bond as the board shall from time to time direct.

SEC. 7. That every person seeking registration under this act, whose registration is not otherwise provided for, shall make application in form and manner prescribed by the board, and deposit with the secretary of the board a fee of five dollars; then, on presenting himself at the time and place directed by the board, and sustaining a satisfactory examination, he shall be granted an appropriate certificate setting forth his particular qualifications: *Provided*, That in case of failure of applicant to pass a satisfactory examination he shall be entitled to a second examination, without charge, at the next succeeding meeting of the board: *Provided further*, That persons provided for in section twelve of this act shall receive a permit on application and satisfactory proof of good character and sobriety.

SEC. 8. That every registered pharmacist and every assistant pharmacist in the meaning of this act who desires to continue in the pursuit and practice of pharmacy in this Territory shall annually, after the expiration of the first year of registration, and on or before the second day of July of each year, pay to the secretary of the board of pharmacy a renewal fee, to be fixed by the board, but which shall not exceed two dollars, in return for which a renewal of registration shall be issued: *Provided*, That persons receiving permits under section twelve of this act shall pay a fee of one dollar per annum to the board. If any person should fail or neglect to procure his annual registration, or permit, as herein specified, notice of such failure having been mailed to his post-office address, the board may, after the expiration of thirty days following the issue of said notice, deprive him of his registration and all other privileges conferred by this act; and in order to regain registration it shall be necessary for such person to make application and pass examination as provided in section seven of this act.

SEC. 9. That every person registered under this act shall receive from the Territorial board an appropriate certificate, not exceeding in size one hundred and twenty square inches, which shall be conspicuously displayed at all times in his place of business. If the holder be entitled to manage or conduct a pharmacy in this Territory for himself or another, the fact shall be set forth in the certificate.

SEC. 10. That any person who is not a registered pharmacist in the meaning of this act who shall keep a pharmacy, store, or shop for the compounding and dispensing of physicians' prescriptions, and who shall not have in his employ in said pharmacy, store, or shop a registered pharmacist in the meaning of this act, shall for each and every offense be liable to a fine of not less than twenty-five dollars nor more than two hundred dollars.

SEC. 11. That any person who shall unlawfully and without authority of this act take, use, or exhibit the title of a registered pharmacist or assistant pharmacist in the Indian Territory shall be liable to a fine of one hundred dollars for each and every offense. A like penalty shall attach to any assistant pharmacist who shall, without authority, take, use, or exhibit the title of a registered pharmacist in the Indian Territory.

SEC. 12. That any proprietor of a pharmacy or other person who shall permit the compounding and dispensing of physicians' prescriptions or the vending of drugs, medicines, or pharmaceutical preparations in his store or place of business, except by a registered pharmacist or assistant pharmacist in the meaning of this act, or under the immediate supervision of such registered pharmacist or such assistant pharmacist, or who, while continuing the pursuit of pharmacy in the Indian Territory, shall neglect to procure his annual registration, or any person who shall willfully make any false representations to procure for himself or another registration under this act, or who shall violate any other provision of this act, shall for each and every offense be liable to a fine of one hundred dollars: *Provided*, That nothing in this act shall interfere with the business of those merchants who keep on sale such poisons, acids, and chemicals as are regularly used in agriculture, mining, and the arts, when kept and sold for such purposes only in sealed and plainly labeled packages: *Provided also*, That nothing in this act shall in any manner interfere with the business of any physician in regular practice, nor prevent him from supplying to his patients such articles as may to him seem proper, nor with the marketing and vending of proprietary and patent medicines in towns of one thousand inhabitants or less, nor with the

exclusive wholesale business of any dealers, except as hereinafter provided: *Provided also*, That nothing in this act shall in any manner interfere with the business of merchants in towns having less than one thousand inhabitants or in which there is no licensed pharmacy or with country merchants to sell or vend such medicines, compounds, and chemicals as are required by the general public and in form and manner prescribed by the board of pharmacy.

SEC. 13. That no one who habitually uses intoxicating liquor as a beverage, or is addicted to the habitual use of any drug, shall be appointed on the board of pharmacy nor be licensed as a pharmacist or assistant pharmacist. The examining board shall in all cases require each applicant to file his written declaration, duly sworn to, to the effect that he does not habitually use vinous, malt, or alcoholic liquors, morphine, cocaine, or other like preparations as a beverage or otherwise. Anyone swearing falsely in the affidavit so filed shall be guilty of perjury, the same to apply to persons getting permits, as provided for in section twelve.

SEC. 14. That it shall be unlawful for any person, from and after the passage of this act, to retail any of the following poisons, except as follows: Arsenic and its preparations, corrosive sublimate, white precipitate, biniodide of mercury, cyanide of potassium, hydrocyanic acid, strychnine, and all other poisonous vegetable alkaloids and their salts; essential oil of bitter almonds, opium and its preparations except paregoric and other preparations of opium containing less than two grains to the ounce; aconite, belladonna, colchicum, conium, nux vomica, henbane, savine, ergot, cotton root, cantharides, creosote, digitalis, and their pharmaceutical preparations, croton oil, chloroform, chloral hydrate, sulphate of zinc, mineral acids, carbolic acid and oxalic acid, without distinctly labeling the box, vessel, or paper in which the said poison is contained with the name of the article, the word "Poison," and the name and the place of business of the seller. Nor shall it be lawful for any registered pharmacist or other person to sell any of the poisons above enumerated without, before delivering the same to the purchaser, causing an entry to be made in a book kept for that purpose, stating the date of sale, the name and address of the purchaser, the name of the poison sold, the purpose for which it is represented by the purchaser to be required, and the name of the dispenser, such a book to be always open for inspection by the proper authorities and to be preserved for at least five years. The provisions of this section shall not apply to the dispensing of poisons in not unusual quantities, or doses, upon the prescription of practitioners of medicine. Any violation of the provisions of this section shall make the offender liable to a fine of not less than twenty-five dollars and not more than one hundred dollars, and upon conviction for the second offense, in addition to the fine he shall have his name stricken from the register.

SEC. 15. That any itinerant vender of any drug, nostrum, ointment, or appliance of any kind, intended for the treatment of diseases or injury, who shall, by writing, or printing, or any other method, publicly profess to cure or treat any diseases, or injury, or deformity, by any drug, nostrum, or manipulation, or other expedient, shall pay a license of one hundred dollars for the term of one year or less, to be paid to the treasurer of the board of pharmacy, and by him paid to the Territorial treasurer; whereupon the secretary of the board shall issue a license for one year. Any person violating this section shall be deemed guilty of a misdemeanor, and shall upon conviction be fined in any sum not less than one hundred nor more than two hundred dollars.

SEC. 16. That all persons registered under the provisions of this act and actively engaged in the practice of pharmacy shall be exempt from serving as jurors.

SEC. 17. That should the secretary or treasurer of said board willfully misappropriate or convert to their own use any money coming into their hands by virtue of their official capacity such officer shall upon conviction be adjudged guilty of embezzlement and punished by imprisonment not exceeding two years and by fine not less than double the amount so misappropriated or embezzled.

Approved, April 28, 1904.

#### APPENDIX NO. 26.

#### RULES AND REGULATIONS GOVERNING THE SALE OF UNLEASED COAL AND ASPHALT LANDS IN THE CHOCTAW AND CHICKASAW NATIONS.

The following rules and regulations are to govern the sale of unleased coal and asphalt lands in the Choctaw and Chickasaw nations, Indian Territory, seg-

regated and reserved from allotment in accordance with the provisions of section 58 of an act of Congress entitled "An act to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians and for other purposes," approved July 1, 1902 (32 Stat., 641), and ratified by a majority vote of the legal voters of the Choctaw and Chickasaw nations at an election held on September 25, 1902, which lands will be sold as provided by said act of July 1, 1902, and the act of Congress approved April 21, 1904.-(Public-No. 125).

Sections 56 to 63 of said act of July 1, 1902, are as follows:

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.

The act of Congress approved April 21, 1904 (Public—No. 125), declares that—

All unleased lands which are by section fifty-nine of an act entitled "An act to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes," approved July first, nineteen hundred and two, directed to "be sold at public auction for cash," and all other unleased lands and deposits of like character in said nations segregated under any act of Congress, shall, instead, be sold under direction of the Secretary of the Interior in tracts not exceeding nine hundred and sixty acres to each person, after due advertisement, upon sealed proposals, under regulations to be prescribed by the Secretary of the Interior and approved by the President, with authority to reject any or all proposals: *Provided*, That the President shall appoint a commission of three persons, one on the recommendation of the principal chief of the Choctaw Nation, who shall be a Choctaw by blood, and one upon the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw by blood, which commission shall have a right to be present at the time of the opening of bids and be heard in relation to the acceptance or rejection thereof.

All expenses, inclusive of necessary clerical help in the Department of the Interior, connected with and incident to such sale shall be paid from the funds of the Choctaw and Chickasaw tribes on deposit in the Treasury of the United States: *Provided*, That all leased lands shall be withheld from sale until the further direction of Congress.

(1) As provided by section 58 of the act of July 1, 1902, the Secretary of the Interior, on March 24, 1903, "by written order, segregated and reserved from allotment" four hundred and forty-five thousand fifty-two and twenty-three hundredths (445,052.23) acres of land in the Choctaw and Chickasaw nations, which had been found to be "principally valuable because of their deposits of coal and asphalt." Of this area one hundred and eleven thousand seven hundred and fifty (111,750) acres are embraced in "then existing coal and asphalt" leases, and three hundred and thirty-three thousand three hundred and two and twenty-three hundredths (333,302.23) acres are unleased.

(2) The unleased segregated coal and asphalt lands will be divided into districts as follows: No. 1, McAlester district; No. 2, Wilburton-Stigler district; No. 3, Howe-Poteau district; No. 4, McCurtain-Massey district; No. 5, Lehigh-Ardmore district; No. 6, unleased segregated asphalt lands; and will be sold from time to time upon sealed proposals by tracts as described in circulars to be hereafter issued. The unleased coal lands within district No. 1, McAlester district, will be sold first and a circular descriptive of the lands in said district may be obtained about July 1, 1904, upon application to the Commissioner of Indian Affairs, or the United States Indian agent, Union Agency, Muscogee, Indian Territory.

Bids for the purchase of tracts within the McAlester district (No. 1), will be opened by the Commissioner of Indian Affairs at his office in Washington, at 2 o'clock p. m. (eastern time), on Monday, October 3, 1904; for tracts in the Wilburton-Stigler district (No. 2), at 2 o'clock p. m. (eastern time), on Monday, December 5, 1904; for tracts in the Howe-Poteau district (No. 3), at 2 o'clock p. m. (eastern time), on Monday, February 6, 1905; for tracts in the McCurtain-Massey district (No. 4), at 2 o'clock p. m. (eastern time), on Monday, April 3, 1905; for tracts in the Lehigh-Ardmore district (No. 5), at 2 o'clock p. m. (eastern time), on Monday, June 5, 1905; and for tracts in district No. 6 (unleased segregated asphalt lands), at 2 o'clock p. m. (eastern time), Monday, August 7, 1905.

Notice of the sale will be published for thirty consecutive days in the following newspapers, to wit:

Daily Advertiser, Boston, Mass.; Tribune and New York Commercial, New York; The Press, Philadelphia; The Times, Pittsburg, Pa.; Manufacturers Record, Baltimore, Md.; Black Diamond and Tribune, Chicago; Globe-Democrat, St. Louis; Kansas City Journal, Kansas City, Mo.; Tribune, Minneapolis, Minn.; The Call, San Francisco, Cal.; The News, Galveston, Tex.; The Ledger, Birmingham, Ala.; The Post, Washington, D. C.; Muscogee Phoenix, Muscogee, Indian Territory; Daily Capital, South McAlester, Indian Territory; Indian Citizen, Atoka, Indian Territory.

The date on which bids are to be opened for the several tracts in each district will be specified in the published notice, and the last publication of the same will be at least thirty days prior to the date when bids are to be opened for tracts in the McAlester district.

(3) Bidders will be required to submit their bids for tracts as offered and as shown by the circulars mentioned in section 2.

The following form of bid is prescribed and *must be used by bidders. Bids in any other form will not be considered.*

(Form of bid.)

\_\_\_\_\_, 190-.

The COMMISSIONER OF INDIAN AFFAIRS,  
Washington, D. C.

SIR: I hereby tender you a bid of \$\_\_\_\_\_ for the following-described unleased segregated coal and asphalt lands in the Choctaw and Chickasaw nations, Indian Territory, to wit:

(Here insert the description taken from the circular, thus:

District No. 1, tract No. 1.	Section.	Town-ship.	Range.	Acres.
SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ _____	18	4 N.	16 E.	40

and so on, describing all the lands included in the tract and shown by the circular.)

Total area \_\_\_\_\_

I inclose herewith certified check for \$\_\_\_\_\_, being twenty per cent of the amount of my bid.

Very respectfully

(Signed) \_\_\_\_\_

Each bid must be accompanied by a duly certified check on some solvent bank, payable to the order of the Commissioner of Indian Affairs, for twenty (20) per cent of the amount offered, as a guarantee for the faithful performance by the bidder of his proposal.

No person will be allowed to bid on more than one tract as described in the circular, except in a case where two or more tracts as described do not in the aggregate contain in excess of nine hundred and sixty (960) acres, in which case he may bid on two or more tracts as described, provided his bid does not embrace to exceed nine hundred and sixty (960) acres, that being the maximum acreage under the law that any one person may purchase.

Bids shall be enclosed in a sealed envelope addressed to the Commissioner of Indian Affairs, upon which must be plainly written, "Bid for coal and asphalt lands, Choctaw and Chickasaw nations."

Successful bidders will be required to deposit with the Commissioner of Indian Affairs the full amount of their respective bids within fifteen days after receipt by them of notice of the acceptance of the same, and if any successful bidder fails to comply with the terms of his bid within the time specified the check deposited by him as an evidence of good faith will be forfeited to the use of the Choctaw and Chickasaw nations. The right to reject any or all bids is reserved.

(4) Bidders and other interested persons may be present when bids are opened by the Commissioner of Indian Affairs, and the members of the coal and asphalt commission appointed by the President may also be present "and be heard in relation to the acceptance or rejection" of any bid. When opened, bids shall be so recorded by the Commissioner of Indian Affairs, in a book to be kept for that purpose, as to show the name of the bidder, description of the tract, amount offered, and action taken thereon.

(5) Lands crossed by railroads will be sold subject to the railroad rights of way. Only the deposits of coal and asphalt in or under the land within the limits of any town site established under the Choctaw and Chickasaw agreement approved by act of Congress of June 28, 1898 (30 Stat., p. 495), or the act of Congress of May 31, 1900 (31 Stat., p. 221), or the Choctaw and Chickasaw supplemental agreement approved by the act of July 1, 1902 (32 Stat., p. 641), will be sold.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., June 9, 1904.

The foregoing regulations are respectfully submitted to the Secretary of the Interior, with recommendation that they be laid before the President for his approval.

A. C. TONNER, *Acting Commissioner.*

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., June 16, 1904.

The foregoing regulations are respectfully submitted to the President for his approval.

E. A. HITCHCOCK, *Secretary.*

WHITE HOUSE, June 17, 1904.

The foregoing regulations are hereby approved.

T. ROOSEVELT.



## APPENDIX NO. 27.

The following rules and regulations are hereby promulgated concerning the disbursement of the moneys appropriated by the following paragraph of the Indian appropriation act, approved April 21, 1904 (Public—No. 125) :

For the maintenance, strengthening, and enlarging of the tribal schools of the Cherokee, Creek, Choctaw, Chickasaw and Seminole nations, and making provisions for the attendance of children of noncitizens therein, and the establishment of new schools under the control of the tribal school boards and the Department of the Interior, the sum of one hundred thousand dollars, or so much thereof as may be necessary, to be placed in the hands of the Secretary of the Interior, and disbursed by him under such rules and regulations as he may prescribe.

SECTION 1. That, so far as practicable, the rules and regulations heretofore promulgated by the Secretary of the Interior concerning education in the various nations of the Indian Territory shall apply in the government of the schools to be maintained and supported by this act.

SEC. 2. That all of the funds available under the provisions of this act shall be used for the payment of salaries of teachers, except as provided in section 11 of these regulations.

SEC. 3. That no part of this fund shall be expended for the support of any school within the limits of an incorporated town or city.

SEC. 4. That the superintendent of schools in Indian Territory, upon the recommendation of the supervisor of schools of each nation and the tribal school authorities thereof acting together, may establish day schools wherever considered practicable and advisable in such nations for the coeducation of Indian and white pupils. Day schools may also be established and maintained under the same conditions for the citizen and noncitizen negro pupils residing within such nations.

SEC. 5. That the residents of any neighborhood desiring a day school under these regulations must provide a suitable schoolhouse, equipped with seats or desks, and must also agree to provide all necessary stoves, fuel, blackboards, and other incidental expenses thereof.

SEC. 6. All salaries and positions shall be fixed by the Secretary of the Interior, on recommendation of the superintendent of schools in Indian Territory. The superintendent of schools in Indian Territory shall examine and appoint teachers for the schools herein provided for, subject to the approval of the Secretary of the Interior.

SEC. 7. That such teachers shall be required to make quarterly reports to the supervisor and tribal school authorities upon blanks to be furnished, which reports shall show the name, age, sex, citizenship, race, and days' attendance of every pupil enrolled, together with such other information or statistics as the supervisor and tribal school authorities may require, which reports shall be filed with the superintendent of schools in Indian Territory. The superintendent of schools shall report quarterly to the Indian Office the attendance and data furnished by the supervisor.

SEC. 8. That upon receipt of such quarterly reports the supervisor and tribal school authorities shall examine and audit the same, and, if found correct, they shall equitably apportion the salaries of such teachers between the tribal school funds and the special school fund appropriated by Congress, and shall issue separate requisitions therefor. Salaries found to be payable from the tribal school funds shall be paid by the United States Indian agent for the Union Agency, as provided by the rules and regulations of the Secretary of the Interior now in force in the several nations. That portion of salaries as shall be found payable from the special fund appropriated by Congress shall be paid by the United States Indian agent for the Union Agency upon receipt of such requisition, duly certified to by the supervisor and approved by the superintendent of schools in Indian Territory.

SEC. 9. That any teacher appointed under these rules and regulations may be relieved or dismissed at any time by the superintendent of schools in Indian Territory for incompetency, immorality, cruelty, or neglect of duty, subject, however, to the approval of the Secretary of the Interior.

SEC. 10. That in all matters pertaining to the management of the schools to be established, maintained, or supported under these rules and regulations the supervisor of schools and the tribal authorities shall act jointly. Whenever they fail to agree upon any matters pertaining to the management of such schools, or whenever they or any of them fail or neglect to perform any of the duties imposed upon them by these rules and regulations, the superintendent of

schools in Indian Territory shall act in their stead, subject, however, to the direction of the Secretary of the Interior.

SEC. 11. Such blank reports, vouchers, requisitions, and printing as may be needed in connection with the management of the schools herein provided for shall be prepared by the superintendent of schools in Indian Territory, and the United States Indian agent for Union Agency shall pay the cost of printing the same out of said funds so appropriated by Congress.

SEC. 12. 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 the authority and direction of the Secretary of the Interior.

SEC. 13. Such duties as may necessarily devolve upon a school supervisor in carrying out the provisions of these regulations in the Seminole Nation shall be performed by the school supervisor for the Chickasaw Nation, acting in conjunction with the tribal school superintendent for said Seminole Nation.

SEC. 14. As early as practicable after the close of the fiscal year the superintendent of schools in Indian Territory will submit an annual report to the Commissioner of Indian Affairs, giving a history of the work, progress, and events of the fiscal year, together with full statistics in regard to the points named in the preceding sections. This report should embody full data showing the expenditures on account of the schools herein provided for, aided out of said fund.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., June 27, 1904.

Approved.

E. A. HITCHCOCK, *Secretary.*

## APPENDIX NO. 28.

[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 person to employ any kind of labor; or the rights of any persons who have taken or may take the oath of allegiance to the United States, shall be of any validity until approved by the President of the United States. When such 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,* That there shall be paid upon live stock owned or held by noncitizens within the limits of the Choctaw 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 NON-CITIZENS.

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 cannot 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., June 3, 1902.

Approved June 3, 1902.

## APPENDIX NO. 29.

**REGULATIONS PRESCRIBED BY THE SECRETARY OF THE INTERIOR GOVERNING THE INTRODUCTION OR HOLDING OF CATTLE IN THE CHOCTAW NATION, INDIAN TERRITORY, BY NONCITIZENS, APPROVED APRIL 6, 1904.**

[Extract from act of Congress approved June 28, 1898 (30 Stat., 495, 512).]

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.

**BILL NO. 22.**—An act to prescribe privilege or permit taxes and defining the manner of their collection.

*Be it enacted by the general council of the Choctaw Nation assembled,* That there shall be paid upon cattle of whatsoever kind owned or held by noncitizens in the Choctaw Nation a privilege tax of 20 cents per head.

Sec. 2. That such privilege tax 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 taxes shall be deducted from the gross collections and the balance paid quarterly into the treasury of the Choctaw Nation.

Sec. 4. That such privilege taxes shall be due and payable annually upon demand, and if such taxes are not paid when demanded the cattle upon which such taxes are due shall be held to be in the Choctaw Nation without its consent and unlawfully upon its lands; and the presence of said cattle and the owners or holders thereof in said nation shall be deemed detrimental to the peace and welfare of the Indians.

Sec. 5. That all acts and parts of acts in conflict herewith be, and the same are hereby, repealed, and that this act shall take effect from and after its passage and approval by the President of the United States.

Approved, October 23, 1903.

GREEN MCCURTAIN,  
*Principal Chief Choctaw Nation.*

Approved, March 12, 1904.

T. ROOSEVELT.

**REGULATIONS PRESCRIBED BY THE SECRETARY OF THE INTERIOR GOVERNING THE INTRODUCTION OR HOLDING OF CATTLE IN THE CHOCTAW NATION, INDIAN TERRITORY, BY NONCITIZENS.**

SECTION 1. Any person other than a recognized citizen of the Choctaw or Chickasaw nations desiring to introduce or hold cattle of any kind within the limits of the Choctaw Nation, Indian Territory, shall make application to the United States Indian agent at Union Agency, Muscogee, Ind. T., and shall pay to such agent an annual tax of 20 cents per head upon all cattle of whatsoever kind.

Sec. 2. Such tax shall be paid January 1st of each year or prior to the time of the introduction of such cattle, and accompanying such remittance there should be furnished, under oath, a full description of such cattle, including the number of brands, together with any other desired information.

SEC. 3. Such tax shall apply to all cattle introduced within the limits of the Choctaw Nation since March 12, 1904, the date the act of the national council of the Choctaw Nation was approved by the President of the United States.

SEC. 4. The tax prescribed shall be paid annually in advance, whether the 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 and for the purpose of evading the payment of tax, such cattle shall be considered as owned or held by such noncitizen and subject to the payment of these taxes.

SEC. 6. Persons who now hold cattle within the limits of the Choctaw Nation should remit the taxes prescribed promptly to the United States Indian agent at Muscogee, Ind. T., and such payments must be made within ten days from date of receiving notice of these regulations, and if such tax is not paid within such time remittance made thereafter will not be accepted, but such cattle and any other cattle found within the limits of the Choctaw Nation upon which tax has not been paid will be considered as being within the limits of the Choctaw Nation, Ind. T., unlawfully, and measures will be adopted looking to the removal by the United States Indian agent of such cattle 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 agent for Union Agency, but will not be authorized to receive or collect any taxes whatsoever, as all payments must be made to said Indian agent, who will furnish receipts for the same.

SEC. 8. These regulations and taxes will apply to all cattle, as indicated, owned or held within the limits of the Choctaw Nation by other than recognized citizens of the Choctaw or Chickasaw nations, whether held upon the public domain or upon lands leased from or allotted to individual Indians.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., April 6, 1904.

Approved.

E. A. HITCHCOCK, *Secretary.*

#### APPENDIX No. 30.

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.

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 whatsoever 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 allotment 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 10).

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, Muscogee, 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 awarding 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.

(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 Muscogee, 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 Muscogee 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, Muscogee, 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 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 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 10).

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 underlain 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 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.

The agent, before transmitting a lease, will ascertain whether the lessor or lessors are in fact the parties to whom the land was allotted.

SEC. 6. 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.

The minimum amount which a lessee should have to operate mines on a tract of 160 acres is \$5,000, and if the lessee in any case is a stock company it should have this amount in its treasury available for mining operations, and at least a portion of its stock must have been issued before its lease will be approved. This applies to oil and gas, coal and asphalt, and all mineral leases.

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 follow the form on page 33; also the following form:

TO THE SECRETARY OF THE INTERIOR:

-----, of -----, hereby apply to have approved to ----- the accompanying oil and gas lease ----- in the Creek 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 Creek and Cherokee nations, in the Indian 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, }  
WESTERN JUDICIAL DISTRICT. } ss.

Sworn and subscribed before me this ----- day of -----, 190--

(My commission expires -----)

## 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.

W. A. JONES, *Commissioner.*

DEPARTMENT OF THE INTERIOR, *July 10, 1903.*

Approved.

THOS. RYAN, *Acting Secretary.*

*Amendments to the regulations of May 4, 1903, governing the leasing of lands in the Cherokee Nation, and the regulations of July 10, 1903, governing the sale and leasing of lands in the Creek Nation.*

Hereafter no rents, royalties, or payments accruing under any lease which has been approved by the Secretary of the Interior, or which requires his approval, shall be paid direct to the lessor, but all payments to be made under any lease shall, at the times and in the amounts specified in such instrument, be deposited with the United States Indian agent at Union Agency, or with some such other person as may be designated by the Secretary of the Interior to receive the same, to be turned over to the lessor or his representatives.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., October 1, 1903.

Approved.

THOS. RYAN, *Acting Secretary.*

*Amendments to regulations of July 10, 1903, governing the sale and leasing of lands in the Creek Nation.*

Subdivisions 4 and 5, regulations July 10, 1903, are amended as follows:

(4) Sealed bids will be received by such agent, or other officer in charge at his office, for any land so listed up to 2 o'clock p. m. of the day on which bids are advertised to be opened, at which hour they will be 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, before being deposited with the Indian agent or other officer in charge, shall be inclosed in a sealed envelope, upon which must be written, "Bid for Creek land," and the date the bid will be opened must be endorsed on the envelope. The envelope must *not* contain a description of the land. Neither the Indian agent, nor any official connected with the Indian Service, will be permitted to prepare any bid or assist any prospective bidder in preparing his bid. 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.

W. A. JONES,  
*Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., November 3, 1903.

Approved.

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. ....



---

No. ....

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  
land 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 acknowl-  
 edged, 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 any wise appertaining thereto, and warrant the title to  
 the same, subject, however, to any valid subsisting 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. .... .....		

..... P. O. .... .....	}	as to..... [SEAL.]
..... P. O. .... .....		
..... P. O. .... .....		

..... P. O. .... .....	}	as to..... [SEAL.]
..... P. O. .... .....		
..... P. O. .... .....		

..... P. O. .... .....	}	as to..... [SEAL.]
..... P. O. .... .....		
..... 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.. grantqr.. in the within and fore-  
 going 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 with-  
 out compulsion or undue influence of her said husband.

Witness my hand and seal as such ..... on this ..... day of  
 ....., 190..

(My commission expires .....)

WARRANTY DEED.

CREEK NATION, I. T.

FROM

.....  
 .....  
 .....

TO

.....  
 .....  
 .....  
 .....

..... } ss.  
 .....

Filed for record this.....day  
 of ....., 190...  
 at..... o'clock, .... m.

By.....

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.*

**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 per-  
sons and entitled to full faith and credit. I further certify that the deed was in my  
presence 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 induce-  
ment 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 rep-  
 resentations 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 any-  
 one 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 con-  
 sideration 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,<sup>1</sup> ....., 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 to 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 appraisment made by him shows the true value of the land.

.....  
*U. S. Indian Agent.*

....., 190..

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<sup>1</sup> Give name and official position.

**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  
within the Indian Territory, to wit: .....

.....  
.....  
of section....., of township....., of range....., of the Indian Merid-  
ian, 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  
aid 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 pur-  
 pose 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 expira-  
 tion 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 pay-  
 able, 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 prem-  
 ises by said part.. of the second part, or by anyone holding under ..... as a sub-  
 lessee, 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 intoxi-  
 cating 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 con-  
 siderations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assign-  
 ment, 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)

.....	}	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. ....		

a Two witnesses to all signatures.



DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

AGRICULTURAL LEASE,  
CREEK NATION, I. T.

TO

OF

Sec ....., Tp....., Range.....,  
in the Creek Nation, Indian Territory.  
Dated ....., 190..  
Expires ....., 19...

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.*

**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 ..... 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 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 hogpens, 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.

Witnesses: <sup>a</sup>

.....	}	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. ....		

---

<sup>a</sup>Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

GRAZING LEASE,  
CREEK NATION, I. T.

TO

OF

Sec. .... Tp. .... Range .....  
in the Creek Nation, Indian Territory.  
Dated ....., 190..  
Expires ....., 19..

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.*

**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:.....  
 .....

....., in township ....., of range ....., in the ..... Nation, containing .....  
 acres, more or less, the attached map showing the amount of land of each legal sub-  
 division supposed to be underlaid with ..... and the quantity that can proba-  
 bly 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 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, 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: 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 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 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, 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. .... ..... P. O. .... ..... P. O. .... ..... P. O. .... ..... P. O. .... ..... P. O. .... ..... P. O. .... ..... P. O. ....	}	as to..... [SEAL.]
	}	as to..... [SEAL.]
	}	as to..... [SEAL.]
	}	as to..... [SEAL.]

---

(a) Two witnesses to all signatures.

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DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

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COAL AND ASPHALT MINING  
LEASE.

CREEK NATION, I. T.

---

TO

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OF

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Sec....., Tp....., Range.....,  
in the Creek Nation, Indian Territory.

Dated ....., 190..

Expires ....., 19..

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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.*

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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.*

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DEPARTMENT OF THE INTERIOR,

*Washington, D. C., ....., 190..*

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.....  
*Secretary of the Interior.*

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**TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF  
THE INTERIOR.**

**OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOT-  
MENT, 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 chattels used in said prospect-



ing 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.....

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DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

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OIL AND GAS MINING LEASE,  
CREEK NATION, I. T.

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TO

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OF

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Sec....., Tp....., Range.....,  
in the Creek Nation, Indian Territory.  
Dated ....., 190..  
Expires ....., 19..

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DEPARTMENT OF THE INTERIOR,  
U. S. INDIAN SERVICE,  
UNION AGENCY,

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*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.*

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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.*

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DEPARTMENT OF THE INTERIOR,

*Washington, D. C., ....., 190..*

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.....,  
*Secretary of the Interior.*

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**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 28, 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 Meri-  
dian, 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 annpal 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.

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DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

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.....MINING LEASE,  
CREEK NATION, I. T.

---

TO

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.....

OF

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.....

ec....., Tp....., Range.....,  
in the Creek Nation, Indian Territory.  
Dated ....., 190..  
Expires ....., 190..

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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.*

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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.*

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DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., ....., 190..*

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.....  
*Secretary of the Interior.*

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# 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, successors, 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. ....		

(a) Two witnesses to all signatures.

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 DEPARTMENT OF THE INTERIOR,

 WASHINGTON, D. C.
 

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## BOND

of

 .....  
 .....  
 .....  
 .....  
 Lessee.. of.....

 .....  
 in the Creek Nation, Indian Territory,  
 for ..... purposes, dated .....  
 190..
 

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DEPARTMENT OF THE INTERIOR,

Washington, D. C., ....., 190..

Approved:

 .....  
*Secretary.*


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# 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 of ....., one thousand nine hun-  
 dred and .....

.....  
 .....

<sup>a</sup> Here state whether city property, improved or unimproved, farm, or unimproved land. Prop-  
 erty must be described by street numbers, lot numbers, or section, township, and range numbers.

<sup>b</sup> Here describe the nature of the property, whether notes, bonds, stocks merchandise, etc. State  
 also, as nearly as practicable, the present market value.

## APPENDIX NO. 31.

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 minimum amount which a lessee should have to operate mines on a tract of 160 acres is \$5,000, and if the lessee in any case is a stock company it should have this amount in its treasury available for mining operations, and at least a portion of its stock must have been issued before its lease will be approved. This applies to oil and gas, coal and asphalt, and all mineral leases.

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 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 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." On all other minerals, such as gold, silver, iron, and the like, as follows (sampling charges to be first deducted): On all net smelter returns of ore of \$50 per ton and under, a royalty of 10 per cent; on all net smelter returns of ore over \$50 and less than \$150 per ton, a royalty of 15 per cent; on all net smelter returns of ore over \$150 and less than \$300 per ton, a royalty of 20 per cent; and on all net smelter returns of ore over \$300 per ton, a royalty of 25 per cent. 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 (adult 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.

*Amendments to the regulations of May 4, 1903, governing the leasing of lands in the Cherokee Nation, and the regulations of July 10, 1903, governing the sale and leasing of lands in the Creek Nation.*

Hereafter no rents, royalties, or payments accruing under any lease which has been approved by the Secretary of the Interior, or which requires his approval, shall be paid direct to the lessor, but all payments to be made under any lease shall, at the times and in the amounts specified in such instrument, be deposited with the United States Indian agent at Union Agency, or with some such other person as may be designated by the Secretary of the Interior to receive the same, to be turned over to the lessor or his representatives.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., October 1, 1903.

Approved.

THOS. RYAN, Acting 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 representing 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





# 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-insur-  
ance 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 expira-  
tion 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 pay-  
able, 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 sub-  
lessee, 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 intox-  
icating 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 con-  
siderations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assign-  
ment, 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 Secre-  
tary 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

(a) Here give number of each kind or class.

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 .....

assuret....., 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:(<sup>a</sup>)

P. O. ....	}	as to .....	[SEAL.]
P. O. ....			
P. O. ....	}	as to .....	[SEAL.]
P. O. ....			
P. O. ....	}	as to .....	[SEAL.]
P. O. ....			

---

(<sup>a</sup>) Two witnesses as to signatures.

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...

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.*

**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 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, 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)

.....	}	as to .....	[SEAL.]
P. O. ....			
.....	}	as to .....	[SEAL.]
P. O. ....			
.....	}	as to .....	[SEAL.]
P. O. ....			
.....	}	as to .....	[SEAL.]
P. O. ....			
.....	}	as to .....	[SEAL.]
P. O. ....			

---

(a) Two witnesses to all signatures.

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DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

---

GRAZING LEASE.

Cherokee Nation, Indian Territory.

---

TO

OF

Sec. ...., Tp. ...., Range ....,  
in the Cherokee Nation, Indian Terri-  
tory.

Dated ....., 190..

Expires ....., 19..

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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.*

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**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.

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 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. .... .....	} as to .....	[SEAL.]
..... P. O. .... ..... P. O. .... .....		
..... P. O. .... ..... P. O. .... .....		
..... P. O. .... ..... P. O. .... .....		
..... P. O. .... ..... P. O. .... .....		

(a) Two witnesses to all signatures.



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..

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.*

**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, ..... suc-  
cessors 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 suc-  
ceeding, 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,  
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..

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.*

**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 pre-  
scribed 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, exec-  
utors, 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, stor-  
ing, 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 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 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 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 ..... 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.

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 of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses:(<sup>a</sup>)

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. ....		

(<sup>a</sup>) Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

..... MINING LEASE,  
CHEROKEE NATION, I. T.

TO

OF

Sec. ...., Tp. ...., Range .....,  
in the Cherokee Nation, Indian Territory.

Dated ....., 190..

Expires ....., 19....

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.*

## 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 our-  
 selves, and each of us, our heirs, successors, executors, and 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 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. ....			

(a) Two witnesses to all signatures.

---

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 ..... 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 of ....., one thousand nine hundred and .....

(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.



## APPENDIX NO. 32.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF THE ATTORNEY-GENERAL,  
Washington, September 30, 1903.

## THE SECRETARY OF THE INTERIOR.

SIR: I am in receipt of your letter of September 3, 1903, calling my attention to the provisions of the act of June 28, 1898 (30 Stat., 495), allowing members of the Choctaw and Chickasaw nations to lease their allotments, and particularly to that of section 29:

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.

Your letter states that—

I have to request that you will give me your opinion whether it is the duty of the Department to see that said provision is enforced, or whether the Secretary is authorized to supervise or control the leasing of allotments by members of the Choctaw and Chickasaw nations, and, if so, to what extent and in what manner such supervision may be exercised under existing law.

By the treaty of 1866 with these nations (14 Stat., 769 to 786), their existence was recognized as organized, self-governing, dependent nations, with laws, legislative bodies, and courts for the protection of rights of persons and property. By section 28 of the act of June 28, 1898, the tribal courts were abolished, to take effect October 1, 1898, and the jurisdiction of "all civil and criminal causes then pending in any such court" was "transferred to the United States court in such Territory." In the Choctaw and Chickasaw agreement for allotment of lands in severalty, ratified by the act of June 28, 1898 (30 Stat., 511), it was provided that—

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.

By the later act of July 1, 1902 (32 Stat., 641), sections 68, 69, 23, 24, and 71 provide:

SEC. 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.

SEC. 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.

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.

SEC. 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.

The latter section relates to conflicting claims of right to selection and allotment of the same tract of land rather than to possession of land after allotment is made. Such questions must be determined by the Commission to the Five Civilized Tribes, under direction and subject to the supervisory power of the Secretary of the Interior, as provided in section 24. The jurisdiction and powers of the Commission and Secretary to determine every controversy as to the right to allotment of particular land is like to and coextensive with the powers exercised by the Land Department under the public-land laws. The Commission and Secretary of the Interior, as incident to the duty to carry out the allotment act, have jurisdiction, upon notice to parties interested, to inquire into instances of suspected fraud in obtaining an allotment or irregularity in the allotment proceedings, at any time prior to the vesting of legal title by issue of the patent, and, in a proper case, to cancel the allotment. Such power, however, relates to the right to an allotment and to the integrity and validity of the proceedings, and does not extend to trial of claims to possession or use of allotted lands arising by acts of the allottee after his selection and allotment is made.

The power conferred by section 23, through the Indian agent at the Union Agency, to place the allottee in possession and to remove persons objectionable to him, is for effectuating the allotment by delivery of possession, the right to which was theretofore common to the tribe and by the allotment has become private to the allottee. Prior to abolition of the tribal courts controversies relating to the possession and use of Indian lands were triable before the Indian tribunals. Neither the Indian Office nor the Secretary of the Interior had any jurisdiction. Under the treaty the United States guaranteed to the Indian nations the management of their own interior affairs as self-governing communities, on its part agreeing to prevent intrusion of unauthorized persons and to remove them. Further than this it conferred no power on its officers, and neither the Indian Office nor the Secretary of the Interior had authority to determine questions relating to individual use or occupation of Indian lands, nor does the allotment act confer such power. While sales or leases of allotted land without "reasonable compensation" are declared invalid, no jurisdiction is conferred upon the Secretary of the Interior to try the adequacy of compensation or to interfere with the possession of the allottee's vendees or lessees, but the statute vests in the United States courts "exclusive jurisdiction of all controversies growing out of the titles, ownership, occupation, possession, or use of real estate."

I am therefore of opinion that under existing law the Department is without authority to supervise or control the leasing of allotments by members of the Choctaw and Chickasaw nations.

Very respectfully,

F. L. CAMPBELL,  
*Assistant Attorney-General.*

Approved, September 30, 1903.

THOS. RYAN, *Acting Secretary.*

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#### APPENDIX NO. 33.

##### REGULATIONS PRESCRIBED BY THE SECRETARY OF THE INTERIOR PERMITTING INDIVIDUAL CITIZENS OF THE CREEK NATION, INDIAN TERRITORY, TO EXTRACT MINERALS FROM THEIR ALLOTMENTS.

Citizens of the Creek Nation desiring to develop their allotments for the purpose of extracting oil or gas or mining coal or other mineral upon said land without entering into leases with other persons for such purposes, are required to first procure authority from the Secretary of the Interior in the following manner:

1. Applications of citizens under these regulations must be made to the United States Indian agent at Union Agency, Muscogee, Indian Territory, for transmittal, through the customary channels, to the Secretary of the Interior for his consideration. Only applications which are of a date subsequent to the date of delivery of the allotment deed to the allottee will be received.

2. Such applications must be made under oath, and give full name of the citizen, the date and number of allotment deed or certificate of selection, together with the description of the land and the date of the delivery of the allotment deed, and must also state fully the purpose, extent, manner, and character of the proposed operations, the amount of capital or resources at hand to develop the property, and that the application is made in good faith to enable the applicant to operate said property, and not for the purpose of evading or lessening in any manner the jurisdiction of the Department of the Interior in the premises.

3. The applicant must further show that no lease or arrangement has been or will be made with other persons to carry on operations in his or her name.

4. No operations shall be commenced or money expended looking to the development of the land for such mining purposes until such application is approved and authority granted by the Secretary of the Interior.

5. Any permit may be revoked at any time by the Secretary of the Interior if investigation demonstrates that any of the conditions under which such permit was granted have been or are being or are about to be violated by the allottee himself, or by him through his agents, attorneys, or employees.

6. The United States Indian agent shall make report and recommendation

upon each application submitted, and shall state specifically whether, in his opinion, the applicant is able financially and otherwise competent to carry on the proposed operations, *with his reasons for such opinion.*

7. These regulations are not intended, however, to prevent Indian citizens from obtaining coal from lands allotted to them for their own use or for disposing of the same in small quantities for local consumption.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., October 30, 1903.

Approved.

THOS. RYAN, *Acting Secretary.*

#### APPENDIX NO. 34.

REGULATIONS GOVERNING APPLICATIONS BY ALLOTTEES OF THE FIVE CIVILIZED TRIBES IN THE INDIAN TERRITORY, WHO ARE OF INDIAN BLOOD, FOR REMOVAL OF RESTRICTIONS UPON ALIENATION, PRESCRIBED BY THE SECRETARY OF THE INTERIOR FOR THE PURPOSE OF CARRYING INTO EFFECT THE PROVISIONS OF THE INDIAN APPROPRIATION ACT, APPROVED APRIL 21, 1904 (PUBLIC—No. 125; 33 STATS., —).

The following regulations are hereby prescribed for the purpose of carrying into effect the provisions of the Indian appropriation act approved April 21, 1904, as follows:

And all the restrictions upon the alienation of lands of all allottees of either of the Five Civilized Tribes of Indians who are not of Indian blood, except minors, are, except as to homesteads, hereby removed, and all restrictions upon the alienation of all other allottees of said tribes, except minors, and except as to homesteads, may, with the approval of the Secretary of the Interior, be removed under such rules and regulations as the Secretary of the Interior may prescribe, upon application to the United States Indian agent at the Union Agency in charge of the Five Civilized Tribes, if said agent is satisfied, upon a full investigation of each individual case, that such removal of restrictions is for the best interest of said allottee. The finding of the United States Indian agent and the approval of the Secretary of the Interior shall be in writing and shall be recorded in the same manner as patents for lands are recorded.

SECTION 1. Citizens by blood of the Cherokee, Creek, Seminole, Choctaw, and Chickasaw nations desiring to have the restrictions upon alienation removed by the Secretary of the Interior under the provisions of the law given above may apply to the United States Indian agent at Union Agency, Muskogee, Ind. T., by petition, which petition shall contain statements as follows:

(a) The age, sex, citizenship, and percentage of Indian blood of the applicant must be given.

(b) Whether the applicant can speak the English language, and whether he can read in any language; and if so, the extent of his schooling.

(c) The personal property of the applicant, if any, and particularly as to live stock and agricultural implements.

(d) The business experience of the applicant, especially in the handling of money. If he has ever had any considerable sum, what use he made of it.

(e) The total area of the allotment and description thereof, with separate description of the homestead.

(f) The character and value of the improvements on each tract of the allotment, except the homestead.

(g) Whether the allottee's title to the land has been perfected by the issuance of patent; and if not, whether the contest period has expired.

(h) Why, and in what respect, it will be advantageous to the allottee to have the restrictions upon alienation removed.

(i) The applicant's estimate of the value of the land.

(j) In case a contract for the sale of any portion of the land has been made regardless of the jurisdiction of the Secretary of the Interior, the details of the agreement must be set out, giving the price to be received, whether in money or other property, and if so, what; also whether any money or other thing of value has already been received.

(k) Whether the allotment or any part thereof has been leased, and the terms thereof.

SEC. 2. Upon receipt of the application herein prescribed the Indian agent shall give it a number and make a record of the name of the party, his citizen-

ship, and a description of the land included in his allotment, indicating what tracts or tracts make up his homestead, and he shall make an investigation, upon the strength of which he shall make a report to the Secretary of the Interior, to be transmitted through the Office of Indian Affairs, covering the following points:

(a) Whether the allottee has a sufficient knowledge of English to conduct business in that language with full understanding of the details of a transaction.

(b) The extent of his education and his intelligence (the latter as compared with a white man similarly situated in life).

(c) His business experience and capacity, covering any business he has engaged in, and especially as to agriculture and stock raising. How he has supported himself and his family, if he has any, whether well or poorly.

(d) A description of the land included in his allotment, indicating what portion has been designated as a homestead.

(e) Whether he has himself improved his allotment and the extent of the improvements he has placed on it.

(f) What live stock and implements or other property, exclusive of his allotment, he owns.

(g) What money he has ever handled and as to whether he used it judiciously.

(h) Why it will be to the advantage of the allottee to have the restrictions against alienation removed.

(i) In case of a husband and wife applying, whether both applications should be granted; and if so, why.

(j) In case a husband has been relieved of restrictions upon alienation, and his wife subsequently applies, the case of the husband should be cited and special reasons for granting the application of the wife should be given.

(k) The extent of the applicant's family, and the amount of land he has under his control, or is available for the support of the family.

(l) If he has leased his allotment, or that of his wife, give the status and terms.

(m) If he attempted to lease the allotments of his children as the natural guardian before the courts determined that the natural guardian had no such authority, give the terms in case they are procurable.

SEC. 3. If the applicant is well known to the Indian agent as a man of established capacity and experience in business affairs, he may state that fact and omit going into the details required by the foregoing provisions.

SEC. 4. In all cases where the Indian agent is unable of his own knowledge to furnish the information required of him as herein set out, he shall, personally or through an employee or agent to be designated by him, make such investigation as will enable him to make a full report in accordance with these regulations.

SEC. 5. The report to be made by the agent shall be accompanied by a statement, which is designed to be recorded in case of favorable action by the Secretary of the Interior, as follows:

In the matter of the application of -----, a citizen by blood of the ----- Nation, for the removal of the restrictions upon the sale of his allotment, except his homestead.

UNITED STATES INDIAN SERVICE, UNION AGENCY,  
Muskogee, Ind. T., -----, 190---

In accordance with the regulations approved by the Secretary of the Interior, May 12, 1904, in conformity to the provisions of the act of Congress approved April 21, 1904 (33 Stats., -----), I have made a full investigation in connection with the application of -----, a citizen by blood of the ----- Nation, for the removal of the restrictions upon the alienation of his allotment (except his homestead), described as follows: -----, and am, as a result of that investigation, satisfied that the removal of the restrictions as to the sale of the above-described lands will be for the best interests of the allottee, and I so recommend.

-----  
United States Indian Agent.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., -----, 190---

Approved.

-----  
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., May 12, 1904.

Approved.

E. A. HITCHCOCK,  
Secretary of the Interior.

## APPENDIX NO. 35.

United States of America, Indian Territory, Western District. In United States Court, ss.

M. P. EVANS AND A. L. EVANS, PARTNERS UNDER THE FIRM NAME AND STYLE OF EVANS BROTHERS, PLAINTIFFS, vs. J. BLAIR SHOENFELT, UNITED STATES INDIAN AGENT, AND HENRY HUTTON, DEFENDANTS.

The bill in this case was filed in the United States district court at Muskogee, July 8, 1903, and plaintiffs therein seek to enjoin the United States Indian agent from placing the defendant, Henry Hutton, a citizen of the Creek Nation, in possession of about 1,100 acres of land.

The averments of the bill are that on the 7th day of January, 1902, plaintiffs entered into a written contract with defendant, Henry Hutton, for the allotments of himself, his wife, and his seven minor children, in the lands of the Creek Nation, for the term of one year, commencing on the 1st day of April, 1902, at the rate of 35 cents per acre and embracing the following lands, to wit:

The SW.  $\frac{1}{4}$  and the S.  $\frac{1}{2}$  of the NW.  $\frac{1}{4}$ , and the SE.  $\frac{1}{4}$  and the NE.  $\frac{1}{4}$  of section 27; the SE.  $\frac{1}{4}$  of section 26; the NE.  $\frac{1}{4}$  of sec. 34; the SE.  $\frac{1}{4}$  and the S.  $\frac{1}{2}$  of the NE.  $\frac{1}{4}$  of sec. 28, all in Twp. 13 N., range 15 east.

That on February 17, 1902, learning that the firm of Spaulding-Hutchinson Mercantile Co. held a mortgage on the revenue of said land, and that said company intended to contest plaintiff's right to hold such lands during the year 1903, they obtained from Henry Hutton a written authority to take up said mortgage so held by Spaulding-Hutchinson Mercantile Co., which authority reads in words and figures following, to wit:

MUSKOGEE, I. T., 2, 17, 1902.

I hereby authorize Evans Brothers to make settlement for me with the Spaulding-Hutchinson Mercantile Co., of Checotah, Indian Territory, of all claims they may have against me, and as a consideration for this settlement I agree to let them use the lands described in the contract made with them in January of this year, at a rental of 40 cents per acre per year, after April 1, 1903, until I have paid them in full for all they have advanced me in making the above settlement.

HENRY HUTTON.

That pursuant to said written authority from Henry Hutton plaintiffs did on the 19th day of February, 1902, pay off and discharge the balance which was due to Spaulding-Hutchinson Mercantile Company from Henry Hutton, to wit, the sum of \$1,748.59, and took from said company an assignment in writing of said mortgage.

That subsequently Henry Hutton turned over and delivered to these plaintiffs certain live stock and property mentioned and described in said mortgage, which were disposed of by these plaintiffs for an amount sufficient, when credited upon said mortgage, to reduce the indebtedness of said Henry Hutton to these plaintiffs on June 1, 1902, to the sum of \$1,004.59, for which defendant Hutton, on said June 1, 1902, executed and delivered to these plaintiffs his promissory note.

That on the 16th of August, 1892, defendant Hutton executed a lease to these plaintiffs for one year for the SW.  $\frac{1}{4}$  of sec. 27, twp. 13 N., R. 15 E., being a part of the lands mentioned and described in the original lease contract of January 7, 1902. The said instrument of August 16, 1902, providing for the erection of certain buildings upon said quarter section for the convenience of these plaintiffs and with privileges of removing the same at the expiration of the term and giving said Henry Hutton an option to purchase the same.

That defendant Henry Hutton has at divers times since August 8, 1902, verbally agreed that plaintiffs might have the use of said lands for the year 1903, and for as much longer as was necessary to repay them their debt.

That defendant Hutton is insolvent, and the United States Indian agent is threatening to remove plaintiffs from the lands in controversy.

The defendant, the United States Indian agent, is the agent of the Secretary of the Interior, and is seeking to proceed under section 19 of an act of Congress approved June 30, 1902, and in force by proclamation of the President, August 8, 1902, and known as the supplemental Creek agreement, reading as follows:

Sec. 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 receives certificates 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 any lease, agreement, or conveyance not obtained in conformity to law.

The first question presented by counsel is whether or not the father of Creek minors has the right to rent their allotments without the advice and direction of the court.

Section 35 of the act of Congress approved March 1, 1901, and known as the first Creek agreement, reads as follows:

SEC. 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 a proper accounting therefor in the court having jurisdiction thereof, in manner deemed necessary for the proper preservation of such estates.

Sections 3498, 3499, and 3500 of Mansfield's Digest, which by the act of Congress of May 2, 1890, were extended over and put in force in the Indian Territory, read as follows:

SEC. 3498. When any minor shall be the owner of any improved lands, it shall be the duty of the guardian of such minor annually to rent such lands to the highest bidder, giving ten days previous notice of the time and place for renting the same.

SEC. 3499. The guardian shall take a bond and security for the payment of rent and that the tenant will not commit waste upon the demised premises.

SEC. 3500. If any ward be the owner of wild or unimproved lands, not connected with any cultivated or improved tract belonging to such ward, a guardian may, under the advice and direction of the court, let out such unimproved lands on improvement leases, not to extend more than two years beyond the majority of such ward.

Neither of these sections seem to have been complied with by Hutton, the natural guardian of his seven minor children, who are each the owners of 160 acres of land in the Creek Nation, in making any rental contract.

Plaintiffs contend that under the law in force here Hutton was not compelled to seek the advice of the court in making his contracts for the lease of any part of the premises which were held by himself, his wife, or his minor children.

Schoulers, in his work on Domestic Relations, at page 555, says:

The father as natural guardian can not lease the land of his child.

Mr. Parsons, in his work upon contracts, at page 134, vol. 1, 5th ed., says:

The natural guardian can not lease his ward's land.

Mr. Rice, in his work on American Probate Law and Practice, at page 490, says:

The same relations that govern applications to the court regarding the sale of lands are equally applicable in cases of a lease or mortgage. It is always proper, in most cases necessary, for the guardian to make formal application in the way of a petition for leave to execute a lease or mortgage, and the petition should state facts as will clearly indicate a necessity for such a proceeding. If the property is to be leased, the name of the lessee, term the lease is to run, amount of the monthly or quarterly payments, value of the leasehold property, and its present condition. State the insurance and taxes, past revenue from same, and such other circumstances may be set forth as will assist in a judicial conclusion to act upon such a petition.

Mr. Wait, in vol. 3, at page 554, of his work upon Actions and Defenses, says:

A natural guardian of an infant has no authority to make a lease of the lands of his ward.

Citing *May vs. Calder* (2 Mass., 55); *Ross vs. Cobb* (9 Tenn., 463); *Magruder vs. Peters* (4 Md., 322).

Mr. Woerner, in his work on the American Law of Guardianship, at page 203, says:

The authority of guardians over the real estate of their wards is in most States regulated by statute. If in such States it is not provided that leases must be made, or other act done, under direction of the court, the direction must, it has been held, precede the act, and leases made without such direction are unauthorized.

The natural guardian has no power to lease the real estate of his ward. (Am. & Eng. Ency. of Law, 2nd ed., vol. 15, p. 26.)



In a well-considered note where a great many authorities are cited, in American State Reports, vol. 89, page 250, will be found the following:

It is now well settled that the father or mother, as natural guardian, is guardian of the person only, and has no power of custody or control over the estate, real or personal, of the ward.

In the light of these authorities and the statutes above quoted, I can come to no other conclusion than that Hutton had no authority to make the leases for the land of his children as set out in the bill.

But it is contended that plaintiffs acquired some rights in the premises by virtue of the agreement of February 17, 1902, which authorized plaintiffs to pay Spaulding-Hutchinson Mercantile Company \$1,748.59 upon a mortgage executed by Henry Hutton upon these premises for said amount to Spaulding-Hutchinson Mercantile Company, and in consideration of said payment said guardian agreed to let plaintiffs use the lands described in the contract made with them in January, 1902, at a rental of 40 cents per acre, after April 1, 1903, until said Hutton had paid them in full for all plaintiffs had advanced Hutton in making said settlement.

There is no averment that any application was ever made to court for leave to mortgage the income of these lands for the maintenance or education of these wards.

In the absence of any order of court directing it, or a statute authorizing it, a guardian has no power to mortgage the property of his ward. (*John vs. Tiers*, 114 Pa. St., 611.)

Section 3502 of Mansfield's Digest provides—

That no real estate of the wards shall be mortgaged upon the order of the court.

I take it, then, that this mortgage of his ward's land was made without authority and could not be enforced. It is perfectly apparent from reading the exhibits attached to the bill that the \$1,748.59 was a personal indebtedness of Henry Hutton, for the payment of which he had no right to pledge the estate of his wards, and as to the premises belonging to the wife and children of Hutton, it can not be enforced.

It is further contended that plaintiffs are entitled to the possession of the premises under the verbal agreements made with defendant Hutton at divers times since August 8, 1902, in which he agreed that plaintiffs might have the use of said lands for the year 1903, and that for as much longer as was necessary to pay them their debt.

As against the minors this agreement could not be carried out.

If it is urged that at least the agreement would be good as against Hutton, there are two objections to that position.

The first is, that at 40 cents an acre the allotment of Hutton would produce an income of \$64.00 a year, and if that held until the payment of this \$1,004.59, it would operate as a lease of the estate for upwards of fifteen years.

Section 17 of the supplemental agreement provides:

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 longer period 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.

Of the right of Congress to place such restriction upon the power of the Indian there can be no question.

*Beck vs. Flourney*, etc. (65 Fed. R., 30.)

The second objection is that it is void under the statute of frauds.

An oral lease for five years is not taken out of the statute by part performance, that is, by delivery of possession. (*Creighton vs. Sanders*, 89 Ill., 543.)

Leases for one year to begin in future must be in writing. (*Wheeler vs. Frankenthal*, 78 Ill., 124.)

An oral lease for land in October, 1856, for the term of one year, beginning March 1, 1857, is within the statute. (*Olt vs. Lolmas*, 19 Ill., 576.)

I do not think that Congress ever intended that parents in the Creek Nation who are designated as natural guardians should have the right, without regard to the rights or interests of their minor children, to rent their allotments without the direction of the court and take the proceeds to pay their private debts. If such construction is sought to be placed upon the act of Congress, then there

are many minors in the Creek Nation to-day who have 160 acres of good tillable land who will receive when he becomes of age not a single dollar from the earnings of his property. It seems to me that when the allotment is made to the minor he is not only entitled to the land, but to the carefully guarded income from that land from the time of the allotment until he arrives at his majority.

I can not imagine a case that will arise which will more forcibly illustrate the necessity of requiring guardians to present leases for approval here in the Creek Nation than the case under consideration.

Plaintiffs in their bill aver that defendant Hutton is insolvent to-day, and that a judgment can not be recovered against him. Notwithstanding the fact that ever since the day that this splendid estate of more than one thousand acres was turned over to the possession of this natural guardian he has received the income upon it, yet to-day he is unable, by reason of his insolvency, not only to carry out his own contracts, but to pay into the court money which the land of his minor children has earned for them and not for him.

The application for an injunction must be denied.

#### APPENDIX No. 36.

In the United States court of appeals in the Indian Territory.

INDIAN LAND AND TRUST COMPANY, appellant, *vs.* J. BLAIR SHOENFELT ET AL., appellees. No. 536.

Appeal from the United States court for the western district of the Indian Territory, at Muskogee, Hon. C. W. Raymond, judge.

Mr. Preston C. West, Mr. William T. Hutchings, and Messrs. Maxey & Rappendahl for appellant.

Mr. William M. Mellette, Mr. E. L. Kistler, and Mr. Arthur P. Murphy for appellees.

#### OPINION.

CLAYTON, J.

On the 7th day of August, 1903, the appellant filed a bill in equity in the United States court for the western district of the Indian Territory against the appellees to enjoin the United States Indian agent from attempting to interfere with its possession of the land described in the complaint. The appellant was in possession of the premises under a contract entered into on the 30th day of August, 1902, between itself and Samantha Barnett, the mother, and Luke Evans, the stepfather, of Sally Hodge, a minor and a Creek Indian, whose father was dead at that time. Said land was leased for agricultural purposes for a term of five years from the 1st day of January, 1903. A general demurrer was interposed by the defendants, appellees here, which was sustained by the court, and the bill dismissed for want of equity, from which action of the court this appeal is taken.

There are two questions presented in this case: They are—

First. Has the natural guardian of a minor Creek Indian, in the Creek Nation, the power to lease the land of his ward without first having obtained an order of court for that purpose? And,

Second. Has the Indian agent, acting under the authority of the Secretary of the Interior, the power to remove from the lands so leased the lessee and put the minor allottee in possession?

It is conceded that at the common law the lands of a minor can not be leased by the natural guardian without first having obtained the order of a court. By that law the natural guardian had jurisdiction only of the person of the ward. (*May v. Calder*, 2 Mass., 55; *Anderson v. Darby*, 1 Nott & M., 369; *Ross & Bobb*, 9 Yerg., 463.)

A general guardian, at common law, however, having been appointed by the court and having given bond, may lease his ward's land without the order of the court.

At the time of the adoption and ratification of the Creek agreement and the supplemental agreement the law in force in the Creek Nation in this respect was

contained in chapter 73 of Mansfield's Digest, entitled "Guardians, curators, and wards." And it is provided by section 3465 that—

In all cases not otherwise provided for by law, the father, while living, and after his death, or when there shall be no lawful father then the mother, if living, shall be the natural guardian of their children and have the custody and care of their persons, education, and estates; and when such estate is not derived from the person acting as guardian, such parent shall give security and account as other guardians.

The sections of the statute relating to the leasing of lands by guardians, either natural or general, are as follows:

3498. When any minor shall be the owner of any improved lands, it shall be the duty of the guardian of such minor annually to rent such lands to the highest bidder, giving ten days' previous public notice of the time and place of renting the same.

3499. The guardian shall take bond and security for the payment of the rent, and that the tenant will not commit waste on the demised premises.

3500. If any ward be the owner of wild or unimproved lands, not connected with any cultivated or improved tract belonging to such ward, the guardian may, under the advice and direction of the court, let out such unimproved lands on improvement leases, not to exceed more than two years beyond the majority of such ward.

3502. The probate court shall order the proper education of minors, according to their means, and for that purpose may, from time to time, make the necessary appropriations of the money or personal estate of any minor, and when the personal estate shall be insufficient or not applicable to the object, upon application the court may order the lease or sale of real estate or so much thereof as may be requisite, or that the same be mortgaged for not less than two-thirds of its real value, to raise the funds necessary to complete the education of such minor.

3509. When it shall appear that it would be for the benefit of a ward that his real estate, or any part thereof, be sold or leased and the proceeds put on interest, or invested in productive stocks or in other real estate, his guardian or curator may sell or lease the same accordingly upon obtaining an order for such sale or lease from the court of probate of the county in which such real estate or the greater part thereof shall be situate.

3510. To obtain such order the guardian or curator shall present to the court a petition setting forth the condition of the estate and the facts and circumstances on which the petition is founded.

3511. If, after a full examination on the oath of creditable and disinterested witnesses, it appears to the court that it would be for the benefit of the ward that the real estate, or any part of it, should be sold or leased, the court may make an appropriate order for such sale or lease under such regulations and conditions, subject to the provisions of this chapter in relation to the sale of real estate of minors, as the court shall consider suited to the case, first requiring the guardian or curator to enter into good and sufficient bonds to make such leases and conduct such sales with fidelity to the interest of his ward, and faithfully to account for the proceeds of such sales and leases according to law and as the order of the court may require.

By section 3498, stated above, if that section stood alone, it would appear that a guardian might lease without an order of the court; but when the other sections above set out are considered, it seems clear that no guardian, under that statute, can lease his ward's land without an order of the court, and this is conceded by appellant's counsel. The only question on this branch of the case then is, Has the Creek agreement and supplemental agreement, since enacted, so far repealed or modified the statute as to relieve the natural guardian from this duty of applying to and obtaining an order of the court before leasing his ward's lands in the Creek Nation?

Section 35 of the Creek agreement (31 Stat. L., 871) provides:

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.

The appellant contends that this section of the agreement so far repeals and modifies the provisions of Mansfield's Digest above set out as to relieve natural guardians from the duty of applying to the court and securing from it an order for leasing lands. But upon a careful reading of the section, and comparing it with the provisions of Mansfield's Digest, it will be seen that the only modification of the then existing law, as set out in Mansfield's Digest, is that a natural guardian may, in the discretion of the court, administer the estate without executing bond. In all other particulars his duties are as they were before the enactment of the agreement, and among these the duty of the natural guardian to submit himself to the jurisdiction of the court, to act under its direction, and procure its orders before leasing the lands of his ward remains unrepealed. And, therefore, in this case, the land having been leased by the natural guardian without any direction or order of the court having been asked for or granted, and no confirmation or ratification of the act of the

guardian having been had by the court, the lease is void, and was "not obtained in conformity to law."

The power of the Secretary of the Interior, acting through his Indian agent, to remove the lessee from the lands so leased, seems to us to be clearly granted by the 19th section of the supplemental Creek agreement, approved June 30, 1902 (Stat. L., 504). It is 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.

The tribal government of the Creek Nation is still in existence. The minor in this case has been put in possession of his allotment, and the appellant has taken possession under a "lease not obtained in conformity to law." The provision of the agreement imposes the duty upon the Secretary of the Interior to keep the allotment clear from all such intrusion. He is to put the allottee in possession, remove all persons objectionable to him, and until the extinction of the tribal government he is to "protect the allottee in his right of possession against any and all persons claiming under a lease not obtained in conformity to law." And as we have held that the appellant is claiming to hold under such a lease, the Secretary of the Interior may lawfully, and it is his duty to, put him off. It is the only way he can exercise his power and perform the duty imposed on him by the agreement.

The judgment of the court below is affirmed.

#### APPENDIX No. 37.

AN ACT to provide for additional United States judges in the Indian Territory, and for other purposes. (33 Stat., 573.)

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That there shall be appointed by the President, by and with the advice and consent of the Senate, four additional judges of the United States court in the Indian Territory, one for the northern district, one for the western district, one for the central district, and one for the southern district. And said judges shall have all the authority and exercise all the powers, perform like duties, and receive the same salary as other judges of said court, and shall each serve for a term of four years from date of appointment, unless said offices are sooner abolished by law. Neither the additional judges, nor their successors in office, shall be members of the court of appeals for the Indian Territory, but they shall hold such courts, in their respective districts, as may be directed by the court of appeals of the Indian Territory, or majority of the judges thereof, in vacation: *Provided*, That none of said judges shall have power to appoint clerks of courts, United States commissioners, or United States constables in said districts, and hereafter at least three terms of court shall be held in each year at each place of holding court in the Indian Territory, the times to be fixed in the manner now provided by law.

Sec. 2. All the laws of Arkansas heretofore put in force in the Indian Territory are hereby continued and extended in their operation, so as to embrace all persons and estates in said Territory, whether Indians, freedmen, or otherwise, and full and complete jurisdiction is hereby conferred upon the district courts in said Territory in the settlements of all estates of descendants, the guardianships of minors and incompetents, whether Indians, freedmen, or otherwise. That the sum of \$20,000 is hereby appropriated, out of any money in the Treasury not otherwise appropriated, for the payment of salaries of the judges hereby authorized, the same to be immediately available.

Approved, April 28, 1904.

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**SUPPLIES FOR THE INDIAN SERVICE.**

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[illegible]



*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

## BARLEY (PEARL).

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Marvin A. Dean.	Henry B. Steele.	Reid, Murdoch & Co.	Adam J. Kasper.	John J. Marks.	John S. Brady.
		<i>Pounds.</i>	<i>Pounds.</i>						
1	Chicago ..... Ill..	2,455	<b>2,455</b>	<b>.02</b>	<b>α2.38</b>	<b>b.0224</b>	<b>.021</b>		
2		2,455				<b>.0231</b>			
3	St. Louis ..... Mo..	2,455						<b>.025</b>	
4	Omaha ..... Nebr..	2,455							<b>.021</b>
5	New York ..... N. Y..	5,000							

## BARLEY (ROLLED).

6	Mellen (for Colorado River School and Agency) ..... Ariz..	35,000	<b>35,000</b>						
7	Casa Grande (for Pima Agency and School) ..... Ariz..	40,000							
8	Pima Agency ..... Ariz..	20,000	<b>20,000</b>						
9	Pima School ..... Ariz..	20,000	<b>20,000</b>						
10	Phoenix ..... Ariz..	50,000							
11	Phoenix School ..... Ariz..	50,000	<b>50,000</b>						
12	Rice Station (for Rice Station School) ..... Ariz..	40,000	<b>40,000</b>						
13	Fort Yuma School ..... Ariz..	15,000	<b>15,000</b>						
14	Perris School ..... Cal..	10,000	<b>10,000</b>						
15	Riverside (for Perris School) ..... Cal..	10,000							
16	Riverside (for Riverside School), Cal..	20,000	<b>20,000</b>						
17	Riverside School ..... Cal..	20,000							
18	Carson School ..... Nev..	20,000	<b>20,000</b>						
19	Pendleton (for Umatilla School and Agency) ..... Oreg..	40,000							
20	Umatilla Agency ..... Oreg..	22,000	<b>22,000</b>						
21	Umatilla School ..... Oreg..	18,000	<b>18,000</b>						

## BEANS.

22	San Francisco ..... Cal..	341,487	<b>32,000</b>						
23	Chicago ..... Ill..	341,487	<b>310,000</b>	<b>e.0325</b>	<b>b.0315</b>				
24	Green Bay Agency ..... Wis..	2,400							
25	Shewano ..... Wis..	2,400							
26	New York, Chicago, Omaha, St. Louis, Sioux City, or Kansas City.	341,487							

*α* Per cwt.

*b* Only.

*e* Not less than 30,000 pounds.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

## BARLEY (PEARL).

Charles H. Pickens.	Theo. F. Whitmarsh.	Charles H. Searling.	Nathan W. Tarr.	Charles Goldman.	Ira C. White.	Arnold J. Stalder.	Riverside Mill Co.	Peter Heitman.	William S. Byers.	Isidor Erlanger.	Nathan Dickinson.	Frederick W. Hannahs.	Charles M. Upham.	Number.
														1
														2
<b>α2.20</b>														3
<b>α2.30</b>														4
														5

## BARLEY (ROLLED).

		<b>1.87</b>	<b>c 1.89</b>											6
		<b>1.77</b>	<b>2.00</b>											7
				<b>1.94</b>										8
				<b>1.94</b>										9
			<b>1.80</b>											10
		<b>1.67</b>		<b>1.74</b>										11
			<b>2.50</b>											12
		<b>1.93</b>												13
		<b>1.37</b>			<b>1.30</b>									14
					<b>1.45</b>									15
						<b>1.25</b>	<b>1.45</b>							16
		<b>1.33</b>						<b>1.575</b>	<b>1.50</b>					17
		<b>1.57</b>												18
		<b>1.47</b>												19
									<b>1.25</b>					20
									<b>1.25</b>					21

## BEANS.

								<b>αd3.12</b>						22
									<b>.0323</b>	<b>b.0352</b>				23
											<b>α4.00</b>			24
											<b>α3.90</b>			25
								<b>αf3.87</b>						26

*d* For delivery f. o. b. cars in any quantity.

*e* All.

*f* For delivery in carload lots of not less than 40,000 pounds.



Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	John Q. Anderson.	Charles T. Webster.	Walter L. Montgomery.
		<i>Pounds.</i>	<i>Pounds.</i>			
1	Crow Creek Agency and School, S. Dak.....	357,000	<b>357,000</b>	a 3.58 b 3.36 c 3.70	d 3.40 e 3.28 f 3.90	b <b>3.00</b> c <b>3.80</b> f 3.00 g 3.45 h 3.55 i 3.75
2						
3						
4						
5						
6						
7	Lower Brulé Agency and School, S. Dak.....	144,000	<b>144,000</b>	b 3.40 c 4.00 d 3.60		b* 3.00 c 4.00 f 3.00 g 3.65 h 3.75 i 3.95
8						
9						
10						
11						
12						
13	Pine Ridge Agency and School, S. Dak.....	1,092,000	<b>1,092,000</b>			
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						

\* Permission to graze cattle for this issue on reservation.

a As required by Office and respective Indian agents.

b Until November 1 and enough November 1 to last until May 1.

c May and June as required.

d July, August, September, and October, as required.

e Sufficient to last to May 1.

f July, August, September, October,

November, December.

g January and February.

h March and April.

i July 1 to November 1.

j Sufficient to last until May 1.

k July, February, March, April, May, and June,

as required.

l August, September, October, November, Decem-

ber, January, as required.

m July and December.

n August, September, October, and November.

o January.

p February.

q March.

r April.

s May.

t June.

Monthly as required. All or none on either bid. Any increase to be at 10 per cent advance for period or month in which increase is required.

Any increase to be at 10 per cent advance for month in which increase is required.

Add 20 cents per hundred for any additional amounts called for above contract quantity.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued  
at which contracts have been awarded.]

BEEF, GROSS—Continued.

James O. Krühm.	Martin McAndrews.	Mamie A. Macbeth.	Frank Currie.	Thomas B. Irwin.	Charles J. Hysham.	Henry A. Dawson.	Lennon & Council.	Number.
b 3.59 c 4.09	a 3.47 i 3.33 j 3.27 k 3.67							1 2 3 4 5 6
	a <b>3.43</b> i 3.30 j 3.26 k 3.63	k 3.63 l 3.23						7 8 9 10 11 12
b 3.69 c 4.18			m 3.00 n 2.75 o 4.20 p 4.50 q 4.65 r 4.70 s 4.60 t 3.90	u 3.40 v 2.95 w 2.85 x 2.80 y 3.30 z 3.85 1 4.20 2 4.30 3 4.40 4 4.50 5 3.75	<b>6 3.40</b> 7 <b>3.00</b> 8 <b>3.15</b> 9 <b>4.00</b> 10 <b>4.10</b> 11 <b>4.20</b> 12 <b>4.30</b> 13 <b>3.80</b>	14 3.00 15 2.80 16 4.00 17 4.50 18 3.35	19 3.60 20 3.05 21 3.15 22 3.75 23 4.15 24 4.25 25 4.35 26 3.80	13 14 15 16 17 18 19 20 21 22 23

u July.

v August.

w September and October.

x November.

y December.

z January.

1 February.

2 March.

3 April.

4 May.

5 June.

6 July and January.

7 August, September, October, and No

8 December.

9 February.

10 March.

11 April.

12 May.

13 June.

14 July and December.

15 August, September, October, November.

16 January.

17 February, March, April, May.

18 June.

19 July.

20 August, September, October, November.

21 December.

22 January.

23 February.

24 March and May

25 April.

26 June.

Monthly as required. Any increase to be at 10 per cent advance on the price made for month in which it is taken.

As required. All or none.

As required. All or none. If increase is called for, 20 per cent advance for month in which required.

As required monthly by the Indian agent.

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	Rosebud, Ponca Creek, and White River.....S. Dak..	Pounds. 550,000	Pounds. <b>100,000</b>
2			
3			
4			
5			
6			
7			
8			
9	Rosebud Agency.....S. Dak..	250,000	<b>250,000</b>
10			
11			
12			
13			
14			
15			
16			
17	Big White River Issue Station.....S. Dak..	200,000	<b>200,000</b>
18			
19			
20			
21			
22			
23			
24			
25	Ponca Creek Issue Station.....S. Dak..	100,000	
26			
27			
28			
29			
30			
31			
32			

a July and November.  
 b August, September, and October.  
 c December.  
 d January.  
 e February and May.  
 f March.  
 g April.  
 h June.  
 i July and December.  
 j August, September, and October.  
 k November.  
 l January.  
 m February and June.  
 n March.  
 o April.  
 p May.  
 q As required until November 1, and then enough to last until May 1

Add 20 cents per hundred for any additional amounts called for above contract quantities.

As required. Any increase at an advance of 10 per cent in price.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Frank Currie.	Anson Newberry.	John H. Neiss.	Walter L. Montgomery.	Egbert J. De Bell.	Charles J. Hysham.	Charlie S. Jewell.	Martin McAndrews.	Number.
a <b>3.25</b> b <b>3.00</b> c <b>3.50</b> d <b>4.25</b> e <b>4.75</b> f <b>4.60</b> g <b>4.50</b> h <b>3.90</b>	3.85							1
		i 3.45 j 3.05 k 3.15 l 3.50 m 3.60 n 4.25 o 4.40 p 4.60	q 3.20 r 4.25 s 3.15 t 3.00 u 4.00 v 4.25 w 4.50	x 2.68	y <b>3.60</b> z <b>3.15</b> 1 <b>3.20</b> 2 <b>3.40</b> 3 <b>4.00</b> 4 <b>4.40</b> 5 <b>4.60</b> 6 <b>3.80</b>	13 <b>3.15</b> 14 <b>3.00</b> 15 <b>3.45</b> 16 <b>3.39</b>	2 3.47 17 3.53 18 3.33 19 3.67	2
			q 3.00 r 3.75 s 3.00 t 3.20 u 3.40 v 3.50 w 3.80 x 4.00 y 3.15 z 4.00 1 3.50 2 3.25 3 3.15 4 3.40 5 3.90 6 4.10					3
								4
								5
								6
								7
								8
								9
								10
								11
								12
								13
								14
								15
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								28
								29
								30
								31
								32

May and June or  
 s July.  
 t August, September, October, November, and December.  
 u January.  
 v February, March, April, and May.  
 w June.  
 x July to January.  
 y February.  
 z March.  
 1 April.  
 2 May.  
 3 June.  
 4 July.  
 5 August and September.  
 6 October and November.  
 7 December.  
 8 January.  
 9 February, March, April, May, and June.  
 10 As required by the Office and respective Indian agents  
 11 July.  
 12 August, September, October, and November.  
 13 December.  
 14 January.  
 15 February.  
 16 March and April.  
 17 May.  
 18 June.  
 19 July.  
 20 August to January inclusive.  
 21 February to May inclusive.  
 22 June.

Monthly as required. Award must be for full year in either bid, and 10 per cent additional must be allowed for any increase for any month or period. Cattle to be grazed on reservation.

As required. All or none.

As required

17 July 1 to November 1.  
 18 to May 1.  
 19 May and June.

## 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.
		<i>Pounds.</i>	<i>Pounds.</i>
1	Ouray Agency ..... Utah..	115,000	
2	Ouray School ..... Utah..	24,000	
3	Uinta Agency ..... Utah..	100,000	
4	White River Utes ..... Utah..	60,000	
5	Uinta School ..... Utah..	36,000	
6	Uinta and Ouray School and Agency ..... Utah..	335,000	<b>* 84,000</b>
7	Shoshoni Agency ..... Wyo..	690,000	<b>675,000</b>
8			
9			
10			
11	Shoshoni Agency and School ..... Wyo..	390,000	
12			
13			
14			
15			
16			
17	Arapaho Issue Station ..... Wyo..	300,000	
18			
19			
20			
21			
22			

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Preston Nutter.	Henry G. Rand.	Frank Currie.	James B. Heenon.	James K. Moore, jr.	George B. West.	Number.
						1
a 3.90	b 3.13					2
	n 3.23					3
	b 3.03					4
	g 3.13					5
					c 3.00	6
					d 2.50	7
					e 3.50	8
					f 3.75	9
		h 3.25	n 3.44	a 3.66		10
		i 3.50				11
		j 3.75				12
		k 4.25				13
		l 4.50				14
		m 4.75				15
		h 3.25	n 3.44	a 3.66		16
		i 3.50				17
		j 3.75				18
		k 4.25				19
		l 4.50				20
		m 4.75				21
						22

\* 84,000 pounds awarded, balance required to be purchased from Indians.

a As required by the Office and respective Indian agents.

b To be delivered as required from July 1 to November 1, then sufficient to last until May 1; during May and June as required. All or none.

c July, August, December, and January.

d September, October, and November.

e February and March.

f April, May, and June.

g As usual. All or none.

h July, August, September, and October.

i November.

j December and June.

k January.

l February and May.

m March and April.

n As required. All or none.

57,500 pounds per month as required. All or none.  
Fifteen per cent to be added in case of increase during any month.

Add 20 cents per hundred for any additional amounts called for above contract quantities.

		William Nichols.
7.35		
7.35		The Cudahy Packing Co.
8.07		
	<i>b.11</i>	John Silvanus Rohrbough.
6.43		James A. Smith.
6.87		Swift & Co.
7.57		
<b>6.87</b>		Kaempf & McCluer.
6.95		Bertha B. Thompson.
4.90		Charles F. Bowman.
<b>4.88</b>		Jesse W. Osborn.
7.23		John F. Scrivener.
<i>a</i> <b>8.00</b>		Benjamin Dill.
<i>a b.08</i>		Charles J. McGrath.
<b>7.74</b>		Matthew C. Murdock.
<b>5.87</b>		Harry Muekler.
6.00		C. J. Schmidt & Son.
		Number.
	16	
	17	
	18	
	19	
	20	
	21	
	22	
	23	
	24	
	25	

## 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.	Charles Wolf Packing Co.	Swift & Co.	Edward A. Cudahy.	Armour Packing Co.	Schwarzchild & Sulzberger Co.	Nelson Morris & Co.
		Pounds.	Pounds.						
1	Hashell Institute..... Kans.	190,000	<b>190,000</b>	5.93	5.73	5.875	5.83	<b>5.52</b>	5.88
2	Kickapoo School..... Kans.	20,000	<b>20,000</b>						
3	Potawatomi School..... Kans.	20,000	<b>20,000</b>						
4	Nadeau..... Kans.	20,000							
5	Mount Pleasant School..... Mich.	72,000	<b>72,000</b>						
6	Leech Lake School..... Minn.	25,000	<b>25,000</b>						
7	Leech Lake Chippas..... Minn.	3,000	<b>3,000</b>						
8	Cass Lake School..... Minn.		(b)						
9	Morris School..... Minn.	32,000	<b>32,000</b>						
10	Morris..... Minn.	32,000							
11	Pipestone School..... Minn.	35,000							
12	Vermillion Lake School..... Minn.		(c)						
13	Fort Peck School..... Mont.	52,000	<b>52,000</b>						
14	Fort Shaw School..... Mont.	80,000	<b>80,000</b>						
15	Fort Shaw..... Mont.	80,000							

## BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Nils J. Skoog.	Swift & Co.	Henry C. Young.	The Cudahy Packing Co.	Cornelius J. O'Connor.	George C. Maryatt.
		Pounds.	Pounds.						
16	Genoa School..... Nebr.	90,000	<b>90,000</b>	5.85	6.57	<b>5.65</b>			
17	Omaha School..... Nebr.	18,000						7.92	8.25
18	Baneroft..... Nebr.	18,000	<b>18,000</b>				<b>6.25</b>		
19	Santee School..... Nebr.	20,000	<b>20,000</b>						
20	(For Santees)..... Nebr.	40,000	<b>40,000</b>						
21	(For Poncas)..... Nebr.	8,000	<b>8,000</b>						
22	Winnebago School..... Nebr.	20,000						6.92	
23	Dakota City..... Nebr.	20,000	<b>20,000</b>				<b>6.25</b>		
24	Carson School..... Nev.	70,000	<b>70,000</b>						
25	Nevada School and Agency..... Nev.	22,000	<b>22,000</b>						
26	Albuquerque School..... N. Mex.	80,000	<b>80,000</b>						
27	Jicarilla School..... N. Mex.	35,000	<b>35,000</b>						
28	Mescalero School and Agency..... N. Mex.	36,000	<b>36,000</b>						
29	Mescalero..... N. Mex.	36,000							
30	Santa Fe School..... N. Mex.	80,000	<b>80,000</b>						
31	Zufii School..... N. Mex.		(g)						
32	Fort Berthold School..... N. Dak.		(h)						
33	Fort Totten School..... N. Dak.	80,000	<b>80,000</b>						

a At per pound.

b 12,000 pounds called for; none offered.

c No award.

d 15,000 pounds called for; none offered.

e All or none.

f Awarded 35,000 pounds each to Walter H. Chedic and Otto T. Schulz.

g 2,500 pounds called for; none offered.

h 24,000 pounds called for; none offered.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	George L. Miller.	Carl Hallauer.	Stephen Perkins.	Adolph Fenske.	Timothy Leahy.	Thomas A. Winans.	Armour & Co.	Louis Krueger.	Stephen A. Sarff.	Cudahy Packing Co.	John J. Cairney.	Joseph L. Denhart.	John Manning.	Howard M. Cosier.	William Birkenbuel.	James O. Kruhm.	Elmer C. Adams.
		Pounds.	Pounds.																	
1	Hashell Institute..... Kans.	190,000	<b>190,000</b>	6.49	<b>8.00</b>	<b>8.00</b>														
2	Kickapoo School..... Kans.	20,000	<b>20,000</b>																	
3	Potawatomi School..... Kans.	20,000	<b>20,000</b>																	
4	Nadeau..... Kans.	20,000																		
5	Mount Pleasant School..... Mich.	72,000	<b>72,000</b>				8.00	7.00	<b>6.30</b>	6.72										
6	Leech Lake School..... Minn.	25,000	<b>25,000</b>								<b>7.45</b>	a .08								
7	Leech Lake Chippas..... Minn.	3,000	<b>3,000</b>								<b>7.45</b>	a .08								
8	Cass Lake School..... Minn.		(b)																	
9	Morris School..... Minn.	32,000	<b>32,000</b>																	
10	Morris..... Minn.	32,000																		
11	Pipestone School..... Minn.	35,000																		
12	Vermillion Lake School..... Minn.		(c)										7.00	<b>a .07</b>						
13	Fort Peck School..... Mont.	52,000	<b>52,000</b>												9.35					
14	Fort Shaw School..... Mont.	80,000	<b>80,000</b>													<b>7.92</b>	8.50			
15	Fort Shaw..... Mont.	80,000																6.15	<b>6.09</b>	6.53

## BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	John Dent Moore.	Nick Lafrenz.	Edward A. Cudahy.	Walter H. Chedic.	Nevada Meat Co.	Otto T. Schulz.	William McCulloch.	Richard H. Cowles.	Emil Kleinwort.	Francis J. Wilson.	John F. Scrivener.	Kenon L. Tuton.	James V. Tully.	William Farr.	Emil Schmid.	Frank W. Whipple.	James Devitt.
		Pounds.	Pounds.																	
16	Genoa School..... Nebr.	90,000	<b>90,000</b>	<b>6.29</b>																
17	Omaha School..... Nebr.	18,000		<b>6.29</b>	e 6.85	7.00														
18	Baneroft..... Nebr.	18,000	<b>18,000</b>	<b>6.29</b>	e 6.85	7.00														
19	Santee School..... Nebr.	20,000	<b>20,000</b>	<b>6.29</b>	e 6.85	7.00														
20	(For Santees)..... Nebr.	40,000	<b>40,000</b>																	
21	(For Poncas)..... Nebr.	8,000	<b>8,000</b>																	
22	Winnebago School..... Nebr.	20,000																		
23	Dakota City..... Nebr.	20,000	<b>20,000</b>																	
24	Carson School..... Nev.	70,000	<b>70,000</b>																	
25	Nevada School and Agency..... Nev.	22,000	<b>22,000</b>																	
26	Albuquerque School..... N. Mex.	80,000	<b>80,000</b>				<b>5.70</b>	6.49	<b>5.70</b>	a .09	<b>8.25</b>									
27	Jicarilla School..... N. Mex.	35,000	<b>35,000</b>																	
28	Mescalero School and Agency..... N. Mex.	36,000	<b>36,000</b>									5.45	<b>5.20</b>							
29	Mescalero..... N. Mex.	36,000												<b>7.49</b>						
30	Santa Fe School..... N. Mex.	80,000	<b>80,000</b>												<b>7.50</b>					
31	Zufii School..... N. Mex.		(g)													7.80				
32	Fort Berthold School..... N. Dak.		(h)									6.38					<b>5.75</b>			
33	Fort Totten School..... N. Dak.	80,000	<b>80,000</b>															6.47	6.98	<b>5.70</b>



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.	George L. Miller.	Milton K. Willis.	Swift & Co.	John H. Sams.	Henry F. Mills.	Ensley P. Wilson.
		<i>Pounds.</i>	<i>Pounds.</i>						
1	Cantonment School.....Okla.	35,000	<b>35,000</b>	<i>a</i> <b>7.24</b>					
2	Cantonment.....Okla.	35,000			8.25				
3	Cheyenne School.....Okla.	40,000	<b>40,000</b>	6.89	6.73	<b>6.44</b>			
4	Arapaho School.....Okla.	30,000	<b>30,000</b>	6.89	6.73	<b>6.44</b>			
5	Cheyenne and Arapaho Agency, Okla.....	8,000	<b>8,000</b>	6.89	6.73	<b>6.44</b>			
6	Chilocco School.....Okla.	125,000		5.99				6.34	5.94
7	Chilocco (for school).....Okla.	125,000	<b>125,000</b>						
8	Fort Sill School.....Okla.	40,000	<b>40,000</b>	6.49	7.12		6.67		
9	Rainy Mountain School.....Okla.	26,000	<b>26,000</b>	7.24			7.66		
10	Riverside School.....Okla.	40,000	<b>40,000</b>	6.49	7.12	<b>4.74</b>			
11	Kaw School.....Okla.	6,000	<b>6,000</b>	<b>7.89</b>					
12	Osage School.....Okla.	20,000	<b>20,000</b>	6.99					
13	Pawnee School.....Okla.	30,000	<b>30,000</b>	6.99			6.94		
14	Ponca School.....Okla.	33,800	<b>33,800</b>	6.49				<b>5.79</b>	
15	Ponca police.....Okla.	4,380	<b>4,380</b>	6.49				<b>5.79</b>	
16	Oto police.....Okla.	2,196	<b>2,196</b>	7.49				<b>5.88</b>	
17	Sauk and Fox School.....Okla.	15,000	<b>15,000</b>	<b>9.19</b>					
18	Seger School.....Okla.	16,000	<b>16,000</b>						
19	Cheyenne and Arapaho.....Okla.	10,000	<b>10,000</b>						
20	Red Moon School.....Okla.	10,000	<b>10,000</b>						
21	Shawnee School.....Okla.	16,000	<b>16,000</b>						
22	Grande Ronde School and Agency, Oreg.....	22,000	<b>22,000</b>						

## BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Fred. P. Cronemiller.	Fred. Milhare.	James O. Kruhm.	Edwin C. Cross.	Stensloff Bros.	John Micek.
		<i>Pounds.</i>	<i>Pounds.</i>						
23	Klamath School and Agency, Oreg.....	33,500	<b>33,500</b>	<b>6.75</b>	<i>b</i> .0695				
24	Salem School.....Oreg.	160,000	<b>160,000</b>			8.49	<b>7.40</b>		
25	Chemawa (for Salem School), Oreg.....	160,000						8.76	
26	Siletz (for school and agency), Oreg.....	13,300						<i>b</i> .11	
27	Siletz (for school).....Oreg.	12,000	<b>12,000</b>						
28	Umatilla School.....Oreg.	25,000	<b>25,000</b>						
29	Canton Insane Asylum.....S. Dak.	8,000							
30	Canton.....S. Dak.	8,000	<b>8,000</b>						
31	Chamberlain School.....S. Dak.	50,000	<b>50,000</b>						
32	Chamberlain.....S. Dak.	50,000							
33	Pierre School.....S. Dak.	35,000	<b>35,000</b>						
34	Pierre.....S. Dak.	35,000							
35	Rapid City School.....S. Dak.	55,000							
36	Rapid City.....S. Dak.	55,000	<b>55,000</b>						
37	Riggs Institute.....S. Dak.	100,000	<b>100,000</b>						
38	Riggs Institute (for Flandreau).....	10,000	<b>10,000</b>						
39	Flandreau (for Riggs Institute).....	110,000							

*a* 25,000 pounds for Cantonment School, 10,000 pounds for Cheyenne and Arapaho Indians.  
*b* Per pound.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.  
 at which contracts have been awarded.]

## BEEF, NET—Continued.

Number.	Armour Packing Co.	Schwarzschild & Sulzberger Co.	Martin E. Saylor.	Colley & Sumner.	Thomas F. Yarnall.	John A. Laberman.	Martin M. White.	Samuel A. Wells.	Fred. G. A. Morris.	John H. Manning.	Edgar L. Conklin.	Edwin D. Foster.	George B. Graf.	Davis S. Bently.	Andrew J. Bewley.
1															
2															
3															
4															
5															
6	5.98	5.97													
7			<b>4.45</b>												
8				<b>5.00</b>	6.85	6.75	5.74								
9					7.47			<b>6.93</b>							
10					5.49			5.37							
11									<b>6.79</b>						
12										<b>6.83</b>					
13															
14															
15															
16															
17											9.50				
18												<b>7.85</b>			
19												<b>7.85</b>			
20												<b>7.85</b>			
21													<i>b</i> .07		
22														<b>7.48</b>	<i>b</i> .075

## BEEF, NET—Continued.

Number.	Joseph Kosydar.	Henry W. Schwarz.	Conrad Platzveder.	Charles J. Greulich.	Cudahy Packing Co.	Swift & Co.	Charles A. Small.	Patrick J. Gerin.	Martin McAndrews.	Grailey H. Jaynes.	Edward A. Cudahy.	John H. Roberts.	Anton Schilling.
23													
24													
25													
26	<b>8.98</b>												
27		5.60	5.74	<b>5.40</b>									
28													
29						6.62							
30					<b>6.25</b>	6.87	6.79	<b>5.95</b>	6.15				
31					6.50								
32					7.00	<b>6.87</b>				7.10			
33													
34						7.37							
35													
36						6.87					<b>7.25</b>		
37						6.87						6.39	<b>6.12</b>
38												6.39	<b>6.12</b>
39					6.50								

*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.	Fred Burneister.	Alphonse P. Hande.	Cudahy Packing Co.	Swift & Co.	Conrad Hunn.
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Sisseton School..... S. Dak.	30,000	<b>30,000</b>	<b>6.48</b>	7.00			
2	Sisseton..... S. Dak.	30,000				7.00		
3	Springfield School..... S. Dak.	14,000					6.62	6.90
4	Springfield..... S. Dak.	14,000	<b>14,000</b>			<b>6.50</b>		
5	Yankton School and Agency..... S. Dak.	95,000	<b>95,000</b>				6.57	
6	Wagner (for Yankton School, etc.) S. Dak.	95,000				6.50		
7	Greenwood (for Yankton School and Agency), S. Dak.	95,000						
8	Southern Utah School..... Utah.		(a)					
9	Green Bay Agency and schools..... Wis.	35,500	<b>35,000</b>					
10		30,000						
11	Hayward School..... Wis.	51,000	<b>51,000</b>				<b>5.38</b>	
12	Lac du Flambeau School..... Wis.	38,000	<b>38,000</b>				<b>6.00</b>	
13	Oneida School..... Wis.	35,000						
14	Oneida..... Wis.	35,000	<b>35,000</b>					
15	Tomah School..... Wis.	60,000	<b>60,000</b>					
16	Wittenberg School..... Wis.	24,000						
17	Wittenberg (for school)..... Wis.	24,000	<b>24,000</b>					
18	Fort Spokane School..... Wash.	40,000	<b>40,000</b>					
19	Fort Spokane..... Wash.	40,000						
20	Puyallup School..... Wash.	40,000	<b>40,000</b>					
21	Tulalip School..... Wash.	20,000	(c)					
22	Tulalip Day School..... Wash.	3,400	(c)					
23	Yakima Agency..... Wash.		(d)					

## COFFEE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	William Haas.	Rollin A. Keyes.
24	San Francisco .....	<i>Pounds.</i>	<i>Pounds.</i>		
25	Chicago .....	204, 760		.09	
26	.....Ill..	204, 760			.09
27					.08
28					.08
29	St. Louis.....				
30	.....Mo..	65, 000			
31		90, 000			
32		40, 000			
33		188, 760			
34	New York .....	66, 000			
35	.....N. Y..	204, 760	<b>204, 760</b>		
36					
37					

*a* 1,500 pounds called for; none offered.  
*b* Per pound.  
*c* No award.

*d* None called for.  
*e* Only.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

## BEEF, NET—Continued.

[illegible]

**COFFEE.**

Marvin A. Dean.	.09 <sup>1</sup> / <sub>2</sub> .09 <sup>1</sup> / <sub>2</sub>	.08 <sup>1</sup> / <sub>2</sub> .08 <sup>1</sup> / <sub>2</sub> .08 <sup>1</sup> / <sub>2</sub> .08 <sup>1</sup> / <sub>2</sub>	.08 <sup>1</sup> / <sub>2</sub>	.08 <sup>1</sup> / <sub>2</sub> .08 <sup>1</sup> / <sub>2</sub> .08 <sup>1</sup> / <sub>2</sub>	.09 <sup>1</sup> / <sub>2</sub> .10 <sup>1</sup> / <sub>2</sub>	.0923 .0898 .0878	.0820 <sup>1</sup> / <sub>2</sub> .0869 .0911 <sup>1</sup> / <sub>2</sub> .0952	24 25 26 27 28 29 30 31 32 33 34 35 36 37
John D. Warfield.								
Reid, Murdock & Co.								
Adam J. Kasper.								
C. F. Blanke Tea and Coffee Co.								
Hanley & Kunsella Coffee and Spice Co.								
Walter B. Timms.								
Frederick W. Hannahs.								
John Arbuckle.								
Number.								

## 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.	Clinton N. Cotton.	Adolf Schuster.	Charles H. Searing.	J. G. McGannon.	David Rees.
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Moqui School..... Ariz..	18,000	<b>18,000</b>	2.52	<b>2.44</b>			
2	Holbrook (for Moqui School) Ariz..	18,000				2.29		
3	Wyandotte (for Seneca School), Ind. T.	22,400	<b>22,400</b>			<b>.97</b>	1.00	a 1.19
4	Fort Peck School..... Mont.	4,000	(b)					
5	Walker (for Leech Lake School), Minn.	9,000	<b>9,000</b>			1.48		a <b>1.29</b>
6	Winnebago School and Agency, Nebr.	37,500	<b>37,500</b>					a d <b>.98</b>
7	Dakota City (for Winnebago School and Agency)..... Nebr.	37,500				.97		
8	Dakota City (for Winnebago Agency), Nebr.	25,000						
9	Rushville (for Pine Ridge Agency), Nebr.	200,000	<b>200,000</b>					a <b>.98</b>
10	Valentine (for Rosebud Agency), Nebr.	140,000	<b>128,000</b>					a <b>.94</b>
11	Albuquerque School..... N. Mex.	128,000						
12	Santa Fe School..... N. Mex.	2,000	<b>2,000</b>			<b>1.93</b>		
13	Eagle City (for Cantonment School and Cheyenne and Arapaho), Okla.	10,000	<b>10,000</b>			1.57		
14	Eagle City (for Cantonment School), Okla.	43,600	<b>43,600</b>			<b>1.09</b>		
15	Homestead (for Cantonment School and Cheyenne and Arapaho), Okla.	33,600						a 1.14
16	Gotebo (for Rainy Mountain School), Okla.	43,600						a g 1.24
17	Osage School..... Okla.	15,000	<b>15,000</b>			<b>1.09</b>		a 1.14
18	Canton Insane Asylum..... S. Dak.	40,000	<b>40,000</b>			<b>1.01</b>		a 1.14
19	Bonesteel (for Rosebud Agency), S. Dak.	5,000	<b>5,000</b>					
20	Chamberlain (for Rosebud Agency), S. Dak.	140,000						
21	Chamberlain School..... S. Dak.	12,000	<b>12,000</b>					a 1.14
22	Chamberlain (for school)..... S. Dak.	8,000	<b>8,000</b>					a 1.30
23	Chamberlain (for school)..... S. Dak.	8,000	<b>8,000</b>					
24	Chamberlain (for school)..... S. Dak.	103,000						
25	Cheyenne River Agency and School, S. Dak.	157,000	<b>157,000</b>					a 1.30
26	Gettysburg (for Cheyenne River Agency and School)..... S. Dak.	150,000						
27	Chamberlain (for Crow Creek Agency and School)..... S. Dak.	157,000						
28	Chamberlain (for Crow Creek Agency and School)..... S. Dak.	103,000						
29	Crow Creek Agency and School, S. Dak.	60,000	<b>60,000</b>					a 1.24
30	Chamberlain (for Lower Brulé Agency and School)..... S. Dak.	103,000						
31	Lower Brulé Agency..... S. Dak.	35,000	<b>27,000</b>					a 1.24
32	Lower Brulé School..... S. Dak.	27,000	<b>8,000</b>					a 1.24
33	Pierre School..... S. Dak.	8,000	<b>5,000</b>					a <b>1.38</b>
34	Springfield School..... S. Dak.	5,000	<b>7,000</b>			1.13		a g 1.19
35	Shawano (for Green Bay (Menominee) School)..... Wis.	7,000	<b>30,000</b>			1.07		a g 1.19
36	Keshena (for Green Bay, etc.)..... Wis.	30,000						a 1.39
37	Lac du Flambeau School..... Wis.	30,000						
38	Lac du Flambeau (for School)..... Wis.	20,000	<b>20,000</b>			1.27		a 1.19
39	Hayward School..... Wis.	30,000						
40	Hayward (for school)..... Wis.	30,000	<b>30,000</b>			<b>1.07</b>		
41	Oneida School..... Wis.	5,000	<b>5,000</b>			<b>1.39</b>		

a For deliveries on any or all of the above during November or December, 1904, a deduction of 5 cents per 100 pounds from quoted prices will be made.

b None called for.

c Whole corn, shelled.

d All or none.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## CORN.

Number.	J. Arthur Lake.	Sever S. Stadsvald.	Cornelius J. O'Connor.	Stephen F. Gilman.	Leo Herseh.	Frank L. Sanders.	Charles H. King.	James O. Kruhn.	Henry T. Mills.	George W. Simcock.	George L. Chesley.	James W. Sanford.	Walter B. Wait.	Frank L. Van Tassel.	Charles M. Upham.
1															
2															
3															
4	1.55														
5		c 1.44													
6			1.12												
7															
8				1.05											
9				1.05		1.05	e .95	1.24							
10				1.05		1.04	e .95	1.24							
11															
12															
13					1.32										
14															
15									f 1.49						
16															
17															
18															
19	1.40								1.41	1.10	<b>1.36</b>				
20															
21			h 1.10				e .95								
22												h <b>.99</b>	1.06		
23												<b>.99</b>			
24														1.17	
25															
26	1.22							1.34						1.35	
27															
28				1.30			e .994								
29														1.17	
30				1.25						1.30	<b>1.09</b>	1.14			
31														1.17	
32				1.25											
33															
34										1.30	<b>1.09</b>	1.16			
35	1.45														
36	1.10														
37							e <b>1.02</b>							f 1.10	
38														f 1.20	
39	1.20														
40							e <b>1.18</b>								
41	1.15														
42														1.34	
43															

e f. o. b. cars.

f Sacked and shelled.

g One delivery of corn and oats, and bids both or none.

h For Big White River issue station.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## CORN MEAL.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Sever S. Stadsvald.	Chauncy Abbott.	Charles H. Searing.	Boyes-Hulshizer Co.
		Pounds.	Pounds.				
1	Bena.....Minn.	1,000		a 2.20			
2	Cass Lake.....Minn.	400		a 2.20			
3	Detroit.....Minn.	2,000		a 2.00			
4	Fosston.....Minn.	900		a 1.85			
5	Park Rapids.....Minn.	500		a 2.00			
6	Solway.....Minn.	700		a 2.00			
7	Walker.....Minn.	1,500		a 2.00			
8	Wild Rice River School.....Minn.	600		a 2.30			
9	Kansas City.....Mo.	133,000	133,000		1.29 1.24	1.23 1.28	1.13
10	Omaha.....Nebr.						
11	Kansas City.....Mo.						
12	Omaha.....Nebr.	132,200					
13	Omaha.....Nebr.	132,200					
14	Casper.....Wyo.	1,000					

## CRACKED WHEAT.

15	Chicago.....Ill.	21,010	21,010				
16	Omaha.....Nebr.	21,010					

## FEED.

17	Flagstaff (for Western Navaho School), Ariz.	4,000				2.87	
18	Rice Station (for Rice Station School), Ariz.	8,000	8,000			e 2.99	
19	Western Navaho School.....Ariz.	4,000	4,000				
20	Fort Bidwell (for school).....Cal.	8,750	(d)				
21	Madeline (for Fort Bidwell School).....Cal.	8,750	(d)			2.97	
22	Perris School.....Cal.	10,000	10,000			e 1.59	
23	Riverside School.....Cal.	20,000				e 1.54	
24	Riverside (for school).....Cal.	20,000	20,000				
25	Fort Lewis School.....Colo.	20,000	20,000				
26	Hesperus (for Fort Lewis School).....Colo.	20,000				2.53	
27	Grand Junction School.....Colo.	60,000	60,000		1.72	1.83	
28	Fort Hall School.....Idaho.	(g)					
29	Seneca Indian School.....Ind. T.	20,000	20,000				
30	Wyandotte (for Seneca School).....Ind. T.	20,000				e 1.01	
31	Sauk and Fox School.....Iowa.	6,000	6,000			1.33	
32	Hoyt (for Potawatomi School).....Kans.	10,000	10,000			1.23	
33	Mount Pleasant School.....Mich.	20,000	20,000			1.31	

a Only.

b At per hundredweight.

c At per pound.

d No award.

e Bran.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## CORN MEAL.

Charles H. King.	Marvin A. Dean.	Charles H. Pickens.	Reid, Murdoch & Co.	Adam J. Kasper.	George H. Coffin.	Edward P. Sessions.	Ira C. White.	David Rees.	Wood & Wehrmann.	J. Arthur Lake.	James O. Kruhn.	Number.
												1
												2
												3
												4
												5
												6
												7
												8
												9
												10
												11
												12
												13
2.00												14

## CRACKED WHEAT.

	.02295	b 2.60	a .0279	.0235								15
												16

## FEED.

												17
												18
												19
					2.75	e .021						20
												21
												22
												23
												24
												25
												26
												27
												28
												29
												30
												31
												32
												33

f One delivery of feed and oats and bids both or none. For deliveries on any or all of the above during November and December, 1904, a deduction of 5 cents per 100 pounds will be made.

g 12,000 pounds called for; none offered.

h For deliveries on any or all of the above during November and December, 1904, a deduction of 5 cents per 100 pounds from quoted price will be made.

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.	David Rees.	Charles H. Searing.	Sever S. Stadsvold.
		Pounds.	Pounds.			
1	Bena (for Bena School; for Leech Lake Agency and Schools)..... Minn.	10,000	<b>10,000</b>	<i>a</i> <b>1.45</b>	1.59	<i>b</i> 1.49
2	Cass Lake (for Cass Lake School)..... Minn.	7,000	<b>7,000</b>	<i>a</i> <b>1.45</b>	1.59	<i>b</i> 1.49
3	Solway (for Red Lake and Cross Lake)..... Minn.	13,000	<b>13,000</b>	<i>a</i> <b>1.38</b>	1.47	<i>b</i> 1.34
4	Solway (for Cross Lake)..... Minn.	7,000				
5	Solway (for Red Lake)..... Minn.	6,000				
6	Walker (for Leech Lake, Chippewas and school), Minn.	40,000	<b>40,000</b>	<i>a</i> <b>1.38</b>	1.37	<i>b</i> 1.44
7	Detroit (for White Earth School)..... Minn.	5,000	<b>5,000</b>			
8	Fosston (for Wild Rice River School)..... Minn.					<i>b</i> 1.39
9	Twin Valley (for Wild Rice River School)..... Minn.	8,000				<i>b</i> 1.54
10	Wild Rice River School..... Minn.		<b>8,000</b>			<i>b</i> <b>1.74</b>
11	Park Rapids (for Pine Point School)..... Minn.	6,000	<b>6,000</b>			
12	Morris School..... Minn.	10,000	<b>10,000</b>		<b>1.43</b>	
13	Vermillion Lake School..... Minn.	10,000	<b>10,000</b>		1.49	
14	Flathead Agency School..... Mont.	(c)				
15	Fort Peck School..... Mont.	30,000	<b>30,000</b>	<i>e</i> <b>1.48</b>		
16	Bancroft (for Omaha School)..... Nebr.	6,000				
17						
18	Omaha School..... Nebr.	6,000	<b>6,000</b>	<i>f</i> <b>1.24</b>	1.29	
19	Dakota City (for Winnebago School)..... Nebr.	6,000				
20						
21	Winnebago School..... Nebr.	6,000	<b>6,000</b>	<i>f</i> <b>1.24</b>	1.29	
22	Genoa..... Nebr.	6,000	(i)			
23	Santee Agency..... Nebr.	10,000	(i)	<i>h</i> <i>f</i> 1.09		
24		20,000	(i)	<i>f</i> 1.19		
25	Valentine (for Rosebud School)..... Nebr.	30,000	<b>30,000</b>	<i>e</i> 1.19		
26	Wadsworth (for Nevada School)..... Nev.	30,000	<b>30,000</b>		1.99	
27	Albuquerque (for School)..... N. Mex.	30,000	<b>30,000</b>			
28	Dulce (for Jicarilla School and Agency)..... N. Mex.	10,000				
29	Jicarilla Agency..... N. Mex.	5,000	<b>5,000</b>	<i>e</i> 1.94	<b>2.29</b>	
30	Jicarilla School..... N. Mex.	5,000	<b>5,000</b>		<b>2.29</b>	
31	Santa Fe School..... N. Mex.	20,000	<b>20,000</b>		1.67	
32		10,000	<b>10,000</b>	<i>e</i> <i>h</i> 1.39	<i>h</i> 1.44	
33	Cherokee School..... N. C.	15,000	<b>15,000</b>		<b>1.74</b>	

*a* For deliveries on any or all of the above during November and December, 1904, a deduction of 5 cents per 100 pounds from quoted prices will be made.*b* Only.*c* 4,000 pounds (bran) called for; none offered.*d* 3 cents per hundred less if desired for delivery at Poplar Station.*e* One delivery. } For deliveries on any or all of the above during November and December, 1904, a*f* All or none. } deduction of 5 cents per 100 pounds from quoted prices will be made.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## FEED—Continued.

James O. Kruhm.	J. Arthur Lake.	William M. Atkinson.	Ralph E. Patch.	Frank F. Roby.	Frank L. Sanders & Co.	Chauncey Abbott.	Stephen F. Gilman.	Riverside Mill Co.	Nathan W. Tarr.	Emmet Wirt.	Leo Hersch.	Number.
1.69												1
1.69												2
												3
1.69												4
1.59												5
1.59												6
<b>1.59</b>												7
1.59												8
												9
<b>1.59</b>												10
1.59												11
1.59	<b>1.47</b>											12
												13
1.88	1.55	<i>d</i> 1.95	1.98									14
1.69				<i>h</i> .93								15
				<i>g</i> .98								16
				1.33								17
				<i>h</i> .93								18
				<i>g</i> .98								19
				1.33								20
1.69												21
												22
1.59					1.25	<b>1.17</b>	<i>j</i> 1.20	<b>1.85</b>	<i>h</i> <i>k</i> <b>1.83</b>	2.57		23
												24
												25
												26
												27
												28
												29
												30
												31
												32
											<b>1.50</b>	33
											<i>h</i> <b>1.25</b>	34
												35

*g* Shorts.*h* Bran.*i* None called for.*j* To be taken in carload lots.*k* No less, f. o. b. cars.

## 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.	James O. Kruhn.	David Rees.]
		Pounds.	Pounds.		
1	Standing Rock Agency..... N. Dak.	57,000		1.62	
2		5,000		a 1.30	
3		10,000		b 1.35	
4		72,000			c 1.55
5	Bird Creek (for Osage School)..... Okla.	12,000			
6	Osage School..... Okla.	12,000	12,000		d 1.39
7	Chemawa (for Salem School)..... Oreg.	40,000	40,000		
8	Salem School..... Oreg.	40,000		1.59	
9	Pendleton (for Umatilla School)..... Oreg.	30,000			
10	Umatilla School..... Oreg.	30,000	30,000		
11	Canton Asylum..... S. Dak.	7,000		1.45	
12	Canton (for asylum)..... S. Dak.	7,000	7,000	1.59	
13	Chamberlain School..... S. Dak.	25,000		1.49	1.30
14	Chamberlain (for school)..... S. Dak.	25,000			
15	Chamberlain (for Crow Creek Agency School)..... S. Dak.	35,000			
16	Chamberlain (for Lower Brulé Agency School)..... S. Dak.	32,000			
17	Chamberlain (for school)..... S. Dak.		25,000		
18	Crow Creek Agency School..... S. Dak.	92,000			
19	Lower Brulé Agency School..... S. Dak.				
20	Crow Creek School..... S. Dak.	35,000	35,000	1.59	d 1.30
21	Cheyenne River Agency and School..... S. Dak.	60,000	60,000	1.59	d 1.39
22	Gettysburg (for Cheyenne River Agency and School, S. Dak.)..... S. Dak.	60,000			
23	Lower Brulé Agency School..... S. Dak.	32,000	32,000	1.59	d 1.30
24	Pierre School..... S. Dak.	24,000	24,000	1.59	f 1.38
25	Pollock (for Standing Rock Agency)..... S. Dak.	57,000	57,000		
26		15,000	15,000		
27	Rosebud Agency School..... S. Dak.	30,000			
28	Yankton School..... S. Dak.	10,000	10,000	1.59	d 1.37
29	Price..... Utah.	5,000			
30	Ouray Agency and School..... Utah.	5,000	10,000		g 2.00
31	Creston (for Fort Spokane School)..... Wash.	16,000			
32	Fort Spokane School..... Wash.	16,000	16,000	1.87	

a Bran.

b Shorts.

c Bran and shorts.

d ..... One delivery only.

f With corn. } One delivery.

g With oats. }

For deliveries on any or all of the above during November and December, 1904, a deduction of 5 cents per 100 pounds from quoted prices will be made.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FEED—Continued.

Edward L. Donohoe.	Charles H. Searing.	Salem Flouring Mill Co.	William S. Byers.	George L. Chesley.	J. Arthur Lake.	Mount Vernon Milling Co.	Walter B. Wait.	Frank L. Van Tassel.	James W. Sanford.	Stephen F. Gilman.	Francis R. Schilling.	Number.
												1
												2
												3
												4
1.28	1.29	a 1.075										5
	a 1.47											6
	a 1.47											7
			a 1.00									8
				1.37	1.47							9
				1.28		h 1.25						10
						h 1.25	1.15					11
								1.14				12
									1.20			13
									1.30			14
								1.13				15
								1.13				16
								1.13				17
				1.48			1.22		1.24			18
					1.27			1.32				19
												20
												21
												22
												23
				1.48			1.25		1.24			24
				1.48	1.27			1.19				25
												26
												27
				1.66				1.13				28
				1.38								29
	2.99											30
1.99												31
												32

h Will accept contract on all or any part of the above amount.

i To be taken in carload lots.

j Bran and shorts mixed.

*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.	Charles H. Searing.	Edward B. Townsend.
		<i>Pounds.</i>	<i>Pounds.</i>		
1	Marysville (for Tulalip School) .....	20,000		1.99	
2		10,000	<b>10,000</b>	<sup>a</sup> 1.52	<b>a.975</b>
3	Puyallup School .....	10,000	<b>10,000</b>		
4	Reservation (for Puyallup School) .....	10,000		1.77	
5	Tulalip School .....	20,000	<b>20,000</b>		
6		10,000			
7	Hayward School .....	10,000	<b>10,000</b>		
8	Hayward (for school) .....	10,000		1.43	
9	Lac du Flambeau School .....	75,000	<b>75,000</b>	1.39	
10	La Pointe (for Lac du Flambeau School) .....	75,000			
11	Oneida School .....	10,000	<b>10,000</b>	<b>1.49</b>	
12	Wittenberg School .....	15,000	<b>15,000</b>	<b>1.39</b>	

FLOUR.

13	Canyon Diablo (for Oraibi and Polacco schools) .Ariz.	9,600	<b>9,600</b>	3.69	
14				<b>3.61</b>	
15	Cibicu Day School .....	2,000			
16					
17	Fort Apache School .....	45,000			
18					
19	Fort Apache Agency .....	50,000			
20					
21	Fort Apache .....	97,000	<b>97,000</b>	3.84	
22				<b>3.76</b>	
23	Hackberry (for Truxton Canyon School) .....	46,000	<b>36,000</b>	3.13	
24				<b>3.05</b>	
25	Mellen (for Colorado River Agency and School) .Ariz.	62,000	<b>62,000</b>	3.09	
26				<b>3.01</b>	
27	Moqui School .....	45,000	<b>45,000</b>	3.84	
28				<b>3.76</b>	
29	Second Mesa Day School .....	3,600	<b>3,600</b>	3.84	
30				<b>3.76</b>	
31	Oraibi School .....	8,000			
32					
33	Polacco School .....	1,600			
34					
35	Phoenix School .....	200,000	<b>200,000</b>	3.29	
36				3.21	
37	Phoenix (for school) .....	200,000			
38					

<sup>a</sup> Bran.

<sup>b</sup> With oats or corn only. } For deliveries on any or all of the above during November or December, 1904,

<sup>c</sup> ..... } a deduction of 5 cents per hundred pounds from quoted prices will be made

<sup>d</sup> No check.

<sup>e</sup> Car lots.

<sup>f</sup> Less than car lots.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

FEED—Continued.

Number.	Ralph B. Smith.	James O. Kruhm.	David Rees.	J. Arthur Lake.	Adolph Schuster.	Clinton N. Colton.	Emile Viault.	James M. Bryant.	Harry M. Kennedy.	Ira C. White.	Kelly Bros.	Number.
1												1
2												2
3												3
4	<b>1.45</b>	1.87										4
5		<b>1.87</b>										5
6		<sup>a</sup> 1.60										6
7		1.49	<sup>b</sup> <b>1.39</b>	1.44								7
8												8
9			<sup>c</sup> 1.39	<b>1.37</b>								9
10		1.49										10
11		1.59										11
12		1.59										12

FLOUR.

13												13
14												14
15					4.90							15
16					4.70							16
17					4.15							17
18					3.95							18
19					4.15							19
20					3.95							20
21												21
22												22
23												23
24												24
25												25
26												26
27					4.20	4.00						27
28					4.00							28
29					4.55	4.50						29
30					4.35							30
31					4.60	4.50						31
32					4.40							32
33					4.55	4.25						33
34					4.35							34
35							2.90	<b>2.81</b>	<sup>d</sup> 2.75	2.93		35
36												36
37											<sup>e</sup> 3.28	37
38											<sup>f</sup> 4.16	38



*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.	George H. Coffin.	Adolph Schuster.
1	Rice Station (for school).....	Ariz..	<i>Pounds.</i> 50,000	<i>Pounds.</i> <b>50,000</b>	3.54	
2				<b>3.46</b>		
3	San Carlos (for school and agency).....	Ariz..	130,000	<b>130,000</b>	3.47	
4				<b>3.39</b>		
5	Seligman.....	Ariz..	1,000	<b>1,000</b>	3.76	
6				<b>3.68</b>		
7	Western Navaho School .....	Ariz..	37,000	<b>37,000</b>	4.29	4.52 <sub>37</sub>
8				<b>4.21</b>		4.60
9	Beckwith (for Greenville School).....	Cal..	20,000	(a)		4.40
10	Fort Bidwell School.....	Cal..	30,000	(a)		
11	Fort Bidwell.....	Cal..	30,000	(a)		
12	Fort Yuma School.....	Cal..	40,000	<b>40,000</b>	3.24	
13				3.16		
14	Hoopa Valley Agency and School .....	Cal..	36,400	<b>36,400</b>		
15						
16						
17	Korbel (for Hoopa Valley).....	Cal..	36,400			
18						
19						
20						
21						
22	Madeline (for Fort Bidwell School) .....	Cal..	30,000	(a)	3.09	
23	Needles (for Fort Mohave School).....	Cal..	60,000	<b>60,000</b>	<b>3.01</b>	
24					2.79	
25	Perris School.....	Cal..	20,000	<b>20,000</b>	2.71	
26						
27	Perris (for school) .....	Cal..	20,000		2.74	
28	Riverside School.....	Cal..	80,000		2.66	
29						
30	Riverside (for school).....	Cal..	80,000	<b>80,000</b>		
31	Round Valley Agency.....	Cal..	27,000	<b>27,000</b>		
32	Round Valley School and Agency .....	Cal..	27,000			
33	Wilets (for Round Valley).....	Cal..	27,000			
34						
35						
36	Fort Lewis School).....	Colo..	56,000		3.07	
37					2.99	
38	Hesperus (for Fort Lewis School) .....	Colo..	56,000	<b>56,000</b>		
39						

<sup>a</sup> No award.

*b* Per pound.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

**FLOUR—Continued.**

[illegible]

Or at Red Rock, Mont., at 2.08 per cwt.

Or at

*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.	Pillsbury-Washburne Flour Mills Co.	Sever S. Stadsvold.
		Pounds.	Pounds.		
1	For Leech Lake Agency and schools—Continued.				
2	Cross Lake School..... Minn..	12,000	<b>12,000</b>	<b>2.43</b>	
3	Solway (for Cross Lake School).....	12,000			a 2.34
4	Red Lake School..... Minn..	20,000	<b>20,000</b>	<b>2.43</b>	
5	Solway (for Red Lake School).....	20,000			a 2.34
6	Leech Lake Agency..... Minn..	20,000		2.38	
7	Leech Lake Day School..... Minn..	25,000		2.38	
8	Solway (for Leech Lake).....	99,000			
9	Walker..... Minn..	99,000	<b>45,000</b>		
10	Walker (for Leech Lake Chippewa).....	20,000			a 2.34
11	Walker (for Leech Lake School).....	25,000			a 2.34
12	For White Earth Agency and schools:				
13	Detroit (for White Earth Chippewa)..... Minn..	10,000	<b>10,000</b>		a 2.39
14	Detroit (for White Earth School)..... Minn..	30,000	<b>30,000</b>		a 2.39
15	Fosston (for Wild Rice River School and Porterville and Pembina Day School)..... Minn..	21,600			a 2.24
16	Park Rapids (for Pine Point School)..... Minn..	18,000			a 2.34
17	Pembina Day School..... Minn..	1,600	<b>1,600</b>	<b>2.44</b>	
18	Pine Point School..... Minn..	18,000	<b>18,000</b>	<b>2.38</b>	
19	Porterville Day School..... Minn..	2,000	<b>2,000</b>	<b>2.44</b>	
20	Twin Valley (for Wild Rice River and Pembina schools)..... Minn..	19,600			a 2.34
21	Rice River (for Wild Rice River School).....	18,000			
22	White Earth Agency (for White Earth Chippewa), Minn..	10,000		2.40	
23	White Earth Agency (for White Earth Chippewa and School)..... Minn..	40,000			
24	White Earth School..... Minn..	30,000		2.40	
25	Wild Rice River School..... Minn..	18,000	<b>18,000</b>	<b>2.44</b>	a 2.64
26	Morris School..... Minn..	40,000		2.35	
27	Morris (for school)..... Minn..	40,000	<b>40,000</b>		
28	Pipestone School..... Minn..	85,000	<b>35,000</b>	2.35	
29		35,300			
30					
31	Pipestone (Birch Cooley Day School).....	300		2.35	
32	Vermilion Lake School..... Minn..	15,000	<b>15,000</b>	<b>2.22</b>	
33					
34					

a Only.

b Per 98 pounds.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

FLOUR—Continued.

Lewis M. Paschall.	Albert M. Sheldon.	Perce L. Howe.	James S. Bell.	Charles H. Searing.	Henry Reinhardt.	Nels A. Kjas.	Herman W. Stone, jr.	J. Arthur Lake.	Number.
b 2.05	b 1.60	b 2.24							1
									2
b 2.05	b 1.60	b 2.24							3
									4
									5
			2.39	2.19					6
			2.39	2.11					7
b 2.05	b 1.62	b 2.27							8
b 2.05	b 1.62	b 2.27							9
b 2.075	b 1.65	b 2.30			2.10				10
b 2.075	b 1.65	b 2.30	2.37		2.10				11
									12
b 2.10	b 1.65	b 2.30							13
						2.60			14
									15
									16
									17
									18
					2.15				19
						2.60			20
									21
						2.60			22
									23
			2.35	2.27			2.30		24
				2.19					25
			2.38	2.27					26
				2.19					27
								2.40	28
								2.30	29
									30
									31
									32
					2.63				33
					2.55				34

*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.	Pillsbury-Washburn Flour Mills Co.	William M. Atkinson.	Louis M. Paschall.	Albert M. Sheldon.
1	Blackfeet Agency ..... Mont..	<i>Pounds.</i> 58,500	<i>Pounds.</i> <b>58,500</b>	<b>3.60</b>	a 2.00	.....	.....
2					a 2.40		
3					a 2.50		
4	Blackfeet School ..... Mont..	13,120	<b>13,120</b>	<b>3.60</b>	a 2.85	.....	.....
5					a 2.00		
6					a 2.40		
7					a 2.50		
8	Fort Belknap Agency ..... Mont..	40,000	.....	3.35	a 2.85	.....	.....
9					2.10		
10					2.50		
11					2.41		
12	Fort Belknap School ..... Mont..	25,000	.....	3.35	2.76	.....	.....
13					2.10		
14					2.50		
15					2.41		
16					2.76		
17	Harlem (for Fort Belknap) ..... Mont..	65,000	<b>65,000</b>	.....	2.04	b 2.375	b 1.95
18					2.44		
19					2.35		
20					2.70		
21	Fort Peck School and Agency ..... Mont..	190,500	.....	3.01	2.10	.....	.....
22					2.50		
23					2.50		
24					2.85		
25	Fort Shaw School ..... Mont..	80,000	<b>80,000</b>	<b>3.55</b>	.....	.....	.....
26					2.07	b 2.30	b 1.90
27	Poplar (for Fort Peck) ..... Mont..	190,500	<b>190,500</b>	.....	2.47		
28					2.47		
29					2.82		
30	Red Rock ..... Mont..	50,000	<b>50,000</b>	.....	.....	.....	.....
31	Bancroft (for Omaha School) ..... Nebr..	19,600	<b>19,600</b>	.....	.....	.....	.....
32					.....	.....	.....
33					.....	.....	.....
34					.....	.....	.....
35	Dakota City (for Winnebago School), Nebr.....	19,000	<b>19,000</b>	.....	.....	.....	.....
36					.....	.....	.....
37	Genoa School ..... Nebr..	50,000	<b>50,000</b>	2.63	.....	.....	.....
38					.....	.....	.....
39					.....	.....	.....
40	Genoa (for school) ..... Nebr..	50,000	.....	.....	.....	.....	.....
41	Niobrara (for Ponca of Santee) ..... Nebr..	4,700	<b>4,700</b>	.....	.....	.....	.....
42					.....	.....	.....
43	Omaha School ..... Nebr..	19,600	.....	2.42	.....	.....	.....
44	Rushville (for Pine Ridge) ..... Nebr..	665,000	<b>665,000</b>	.....	.....	.....	.....
45					.....	.....	.....
46					.....	.....	.....
47		600,000	.....	.....	.....	.....	.....
48		100,000	.....	.....	.....	.....	.....
49	Santee (for Ponca) ..... Nebr..	4,700	.....	2.65	.....	.....	.....
50	Winnebago School ..... Nebr..	19,000	.....	2.42	.....	.....	.....
51					.....	.....	.....

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

**FLOUR—Continued.**

[illegible]

a Or 10 cents per 100 pounds less if desired for delivery on cars, Browning Station.

<sup>b</sup> Per 98 pounds.

c Or at Lemhi Agency and School at \$2.83 per cwt.

**d Only.**

*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.	Chauncy Abbott.	Frank L. Sanders & Co.
1	Valentine (for Rosebud) .....	<i>Pounds.</i>	<i>Pounds.</i>		
2	Nebr..	307,000		2.08	2.53
3				2.03	2.38
4		235,000	<b>307,000</b>	1.98	
5		100,000			
6		72,000			
7	Carson School .....	70,000	<b>70,000</b>		
8	Elko (for Western Shoshoni School and Agency).....	30,000			
9	Schurz (for Walker River Day School and Paiute).....	10,000			
10	Wadsworth (for Nevada School and Agency).....	23,000	<sup>(b)</sup>		
11	Walker River (for Day School and Paiute).....	10,000	<b>10,000</b>		
12	Albuquerque (for school).....	80,000	<b>80,000</b>		
13					
14	Dulce (for Jicarilla School and Agency).....	N. Mex..	<b>85,000</b>		
15		85,000			
16	Gallup (for Navaho).....	N. Mex..	<b>110,000</b>		
17		110,000			
18	Gallup (for Zuni School) .....	N. Mex..	<b>4,000</b>		
19		4,000			
20	Little Water School.....	N. Mex..			
21	Navaho Agency.....	N. Mex..			
22	Navaho School.....	N. Mex..			
23	San Juan school (Navaho).....	N. Mex..			
24	Santa Fe schools.....	N. Mex..	<sup>(c)</sup>		
25		82,000	<b>82,000</b>		
26					
27	Santa Fe (for School).....	N. Mex..			
28		80,000			
29	Zuni School.....	N. Mex..			
30	Cherokee School .....	N. C.		2.63	
31		40,000		2.58	
32				2.53	
33	Whittier (for Cherokee School) .....	N. C.	<b>40,000</b>	2.48	
34		40,000		2.43	
35				2.38	

**a Only.**

**b** No award.

c Car lots.

<sup>d</sup> Less than car lots.

e 2,500 pounds called for, none offered.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

**FLOUR—Continued.**

[illegible]

*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.	William Gottbreht.	Pillsbury-Washburn Flour Mills Co.
		Pounds.	Pounds.		
1	Belcourt (for Turtle Mountain Chippewas and Day Schools)..... N. Dak.	107,400		2.32	
2	Devils Lake Agency..... N. Dak.	60,000			2.62
3	Devils Lake (for Agency and Waanatan Day School), N. Dak.	61,700			
4	Devils Lake (for Turtle Mountain Chippewas and Day Schools)..... N. Dak.	107,400			2.68
5	Devils Lake (for Fort Totten School)..... N. Dak.	80,000	80,000		
6	Fort Berthold Agency..... N. Dak.	40,000			2.67
7	Fort Berthold School..... N. Dak.	24,000			2.67
8	Fort Berthold Day Schools..... N. Dak.	4,000			2.67
9	Fort Berthold Boat Landing..... N. Dak.	68,000			
10	Fort Totten (for Devils Lake Agency and Day School), N. Dak.	61,700			2.71
11	Fort Totten School..... N. Dak.	80,000			
12	Mandan (for Fort Berthold)..... N. Dak.	68,000			
13	Mandan (for Standing Rock)..... N. Dak.	403,000			
14	Oberon (for Devils Lake Agency and Day School), N. Dak.	61,700	61,700		
15	Rollo (for Turtle Mountain Chippewa and Day School)..... N. Dak.	107,400	107,400		
16	Waanatan Day School..... N. Dak.	1,700			2.62
17	Washburn (for Fort Berthold)..... N. Dak.	68,000	68,000		
18	Anadarko (for Riverside School)..... Okla.	40,000	40,000		
20		80,000			
21	Bird Creek (for Osage School)..... Okla.	33,000			
22	Bliss (for Otoe police)..... Okla.	750	750		
23					
24	Chilocco School..... Okla.	200,000	200,000		
25					
26	Chilocco (for school)..... Okla.	200,000			
27					
28	Darlington (for Cheyenne and Arapaho)..... Okla.	79,000			
29					
30	Darlington Siding (for Cheyenne and Arapaho)..... Okla.	79,000	79,000		
31	Eagle City (for Cantonment School)..... Okla.	15,000	15,000		
32					
33	Fort Reno (for Cheyenne and Arapaho)..... Okla.	79,000			
34					
35	Fort Sill (for School)..... Okla.	45,000	45,000		
36					
37	Gotebo (for Rainy Mountain School)..... Okla.	25,000	25,000		
38					
39	Kaw City (for Kaw School)..... Okla.	8,000	8,000		
40					

**a Only.**

<sup>b</sup> Per 98 pounds.

Car lots.

<sup>d</sup> Less than car lots.

Or warehouse, Otoe Agency.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

**FLOUR—Continued.**

[illegible]

## 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.	C. M. Jackman.
		Pounds.	Pounds.		
1	Osage School.....Okla..	33,000	<b>33,000</b>	2.11	
2				<b>2.03</b>	
3	Pawnee (for school).....Okla..	30,000	<b>30,000</b>	2.04	2.20
4				1.96	
5	Stroud (for Sauk and Fox School and police).....Okla..	16,152	<b>16,152</b>	2.24	<b>2.20</b>
6				2.16	
7	Thackery (for Shawnee School).....Okla..	18,000	<b>18,000</b>	2.19	2.20
8				<b>2.11</b>	
9	Washita Junction (for Red Moon School).....Okla..	9,270	<b>9,270</b>	2.36	<b>2.20</b>
10				2.28	
11	Weatherford (for Seger School).....Okla..	25,000	<b>25,000</b>	2.29	<b>2.20</b>
12				2.21	
13	Whiteagle, or warehouse, Ponca School.....Okla..	32,800	<b>32,800</b>		
14	Whiteagle, or warehouse, Ponca Agency (for police), Okla.....	1,500	<b>1,500</b>		
15	Whiteagle.....Okla..	34,300		1.97	2.20
16				1.89	
17		32,800			
18					
19	Chemawa (for Salem School).....Oreg..	155,000	<b>155,000</b>		
20	Grande Ronde School and Agency.....Oreg..	(d)			
21	Klamath School.....Oreg..	25,000			
22	Klamath Agency (for police).....Oreg..	2,200		e 3.185	
23	Siletz School and Agency.....Oreg..	(f)		e 3.185	
24	Umatilla School.....Oreg..	27,000	<b>27,000</b>		
25	Yainax School.....Oreg..	20,000			
26	Bonesteel (for Ponca Creek Issue Station).....S. Dak..	15,000	<b>15,000</b>	e 3.185	
27					
28	Canton Insane Asylum.....S. Dak..	7,000	<b>7,000</b>		
29					
30	Canton (for asylum).....S. Dak..	7,000			
31					
32	Chamberlain School.....S. Dak..	50,000			
33	Chamberlain (for school).....S. Dak..	50,000	<b>50,000</b>		
34					
35	Chamberlain (for Crow Creek Agency and School), S. Dak.....	76,320	<b>76,320</b>		
36					
37	Chamberlain (for Lower Brulé Agency and School).....	49,000	<b>49,000</b>		
38					
39	Chamberlain (for Rosebud Agency and Schools).....S. Dak..	342,000			
40	Chamberlain (for Rosebud Agency).....S. Dak..	270,000			
41	Chamberlain (for Big White River Issue Station), S. Dak.....	20,000	<b>20,000</b>		
42					

a Car lots.

b Less than car lots.

c Per 196 pounds f. o. b. cars. Flour to be in cotton sacks containing 98 pounds each.

d 22,000 pounds called for, none offered.

e No sample.

f 34,000 pounds called for, none offered.

g F. o. b.

h Awarded also 20,000 pounds at \$2.10 for Big White River Issue Station, Rosebud Agency.

i Awarded Stephen F. Gilman at \$2.10.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## FLOUR—Continued.

Edward L. Donahoe.	Kelly Bros.	Salem Flouring Mills Co.	Charles J. Martin.	William S. Byers.	Frank L. Sanders & Co.	Stephen F. Gilman.	Pillsbury Washburn Flour Mills Co.	J. Arthur Lake.	Mount Vernon Milling Co.	James S. Bell.	Frank L. Van Tassel.	Number.
												1
												2
<b>2.00</b>	a 2.13											3
	b 2.58											4
												5
												6
2.25												7
												8
												9
												10
												11
<b>1.90</b>												12
												13
<b>1.90</b>												14
												15
												16
	a 2.12											17
	b 2.51											18
		c 3.70										19
												20
			e 3.185									21
			e 3.185									22
				<b>1.80</b>								23
												24
			e 3.185									25
					2.65	2.40						26
					2.50	<b>2.20</b>						27
							2.355					28
								<b>2.30</b>				29
									2.50			30
									2.40			31
							2.58			2.60		32
						2.30					2.59	33
						<b>2.10</b>						34
												35
						2.30			2.45	2.60	2.59	36
						<b>2.10</b>			2.35			37
						2.30			2.45	2.60	2.59	38
						<b>2.10</b>			2.35			39
							a 2.58			2.60		40
												41
						2.40			2.45			42
						b 2.20			2.35			



*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.	Stephen F. Gilman.	Frank L. Van Tassell.
1	Chamberlain (for Sisseton School)..... S. Dak..	<i>Pounds.</i> 32,000	<i>Pounds.</i> 2.30	2.10	-----
2	Chamberlain..... S. Dak..	960,000	2.30	2.10	-----
3	Chamberlain..... S. Dak..	215,000	180,000	2.30	2.10
4	Cheyenne River Agency..... S. Dak..	35,000	<b>180,000</b>	-----	2.72
5	Cheyenne River School..... S. Dak..	3,500	<b>35,000</b>	-----	-----
6	Cheyenne River Day School..... S. Dak..	76,320	-----	-----	-----
7	Crow Creek Agency and School..... S. Dak..	120,000	-----	-----	2.59
8	Flandreau (for Riggs Institute and Flandreaus) S. Dak..	215,000	-----	-----	-----
9	Gettysburg (for Cheyenne River Agency and School).....	218,500	-----	2.30	-----
10	-----	-----	-----	2.10	-----
11	Lower Brulé Agency and School..... S. Dak..	49,000	-----	-----	-----
12	Pierre School..... S. Dak..	40,000	-----	-----	2.59
13	Pierre (for school)..... S. Dak..	40,000	<b>40,000</b>	2.40	-----
14	Pine Ridge Agency and schools..... S. Dak..	665,000	<b>2.20</b>	-----	-----
15	Pollock (for Standing Rock)..... S. Dak..	403,000	<b>403,000</b>	2.30	-----
16	-----	-----	<b>2.10</b>	-----	-----
17	Rapid City School..... S. Dak..	368,500	-----	-----	-----
18	Rapid City (for school)..... S. Dak..	50,000	-----	-----	-----
19	Rapid City (for school)..... S. Dak..	50,000	<b>50,000</b>	2.40	-----
20	-----	-----	<b>2.20</b>	-----	-----
21	Riggs Institute..... S. Dak..	120,000	<b>120,000</b>	-----	-----
22	-----	-----	-----	-----	-----
23	Rosebud Agency and School..... S. Dak..	332,000	-----	-----	-----
24	Sisseton School..... S. Dak..	32,000	-----	-----	-----
25	-----	32,600	<b>32,960</b>	-----	-----
26	Sisseton Agency (for police)..... S. Dak..	960	-----	-----	-----
27	Springfield School..... S. Dak..	14,000	<b>14,000</b>	-----	-----
28	-----	-----	-----	-----	-----
29	Standing Rock Agency and schools..... S. Dak..	403,000	-----	-----	-----
30	Standing Rock Agency (warehouse)..... S. Dak..	403,000	-----	-----	-----
31	Wagner (for Yankton)..... S. Dak..	95,000	<b>95,000</b>	2.40	-----
32	-----	-----	<b>2.20</b>	-----	-----
33	Yankton Agency..... S. Dak..	95,000	-----	-----	2.49
34	Yankton Agency and School..... S. Dak..	95,000	-----	-----	-----

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

## FLOUR—Continued.

[illegible]

*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.	Gilbert G. Wright.
1	Kaibab Indians.....Utah..	<i>Pounds.</i> (a)	<i>Pounds.</i>		
2	Ourray and Uinta agencies and schools.....Utah..	125,000		3.24	
3				3.16	
4	Price (for Ourray and Uinta).....Utah..	125,000	<b>125,000</b>	2.44	<b>2.48</b>
5				2.36	
6	Southern Utah School.....Utah..	(a)			
7	Colville Agency.....Wash..	15,000	<b>15,000</b>		
8	Colville Agency (for police).....Wash..	6,000	<b>6,000</b>		
9	Creston Station (for Colville Agency and Fort Spokane School).....Wash..	66,000			
10					
11	Fort Spokane School.....Wash..	45,000	<b>45,000</b>		
12	Marysville (for Tulalip schools).....Wash..	25,000	<b>25,000</b>		
13	Puyallup School.....Wash..	45,000	<b>45,000</b>		
14	Reservation Station (for Puyallup School).....Wash..	45,000			
15					
16	Seattle (for Neah Bay Agency and police).....Wash..	4,000	<b>4,000</b>		
17	Yakima Agency (for school and police).....Wash..	51,000	<b>51,000</b>		
18					
19	Ashland (for La Pointe).....Wis..	21,000		2.24	
20		29,000		2.16	
21					
22	Green Bay Agency, schools and police.....Wis..	27,800			
23	Hayward School.....Wis..	53,000	<b>53,000</b>		
24					
25	Hayward (for school).....Wis..	53,000		2.29	
26				2.21	
27	Lac du Flambeau (for schools).....Wis..	38,000			
28		30,000		2.29	
29				2.21	
30	Lac du Flambeau School.....Wis..	30,000	<b>30,000</b>		
31					
32	La Pointe Agency (for Chippewa, police, and day schools).....Wis..	29,000	<b>29,000</b>		
33	La Pointe Agency (for Lac du Flambeau School).....Wis..	30,000			
34	Oneida School.....Wis..	40,000	<b>40,000</b>	2.19	
35				<b>2.11</b>	
36	Shawano (for Green Bay).....Wis..	27,800	<b>27,800</b>	2.29	
37				<b>2.21</b>	
38		25,000			
39		1,800			
40	Tomah School.....Wis..	70,000	<b>70,000</b>	2.19	
41				2.11	
42					
43	Tomah (for school).....Wis..	70,000			
44	Wittenburg School.....Wis..	30,000	<b>30,000</b>	2.29	
45				<b>2.21</b>	

a 2,000 pounds called for; none offered.

**b Only.**

c Per 98 pounds.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

## FLOUR—Continued.

[illegible]

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## HARD BREAD.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.
1	Chicago ..... Ill.	Pounds. 88,650	Pounds. <b>88,650</b>
2	St. Louis ..... Mo.	88,650	
3	Omaha ..... Nebr.	88,650	

## HOMINY.

4	Chicago ..... Ill.	34,630	
5	Kansas City ..... Mo.	35,000	<b>34,630</b>
6	Omaha ..... Nebr.	35,000	
7		34,630	

## LARD.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Frederick J. Tribolet.	George H. Coffin.	Edward P. Sessions.	Julius Oehl.
8	Phoenix School ..... Ariz.	Pounds. 5,000	Pounds. a. 11				
9	Western Navaho School ..... Ariz.	1,000	a. 12				
10	Fort Bidwell ..... Cal.	700	a. 23				10.00
11	Perris ..... Cal.	500					
12	Riverside ..... Cal.	2,100					
13	Riverside School ..... Cal.	2,100					10.00
14	Chicago ..... Ill.	93,000					
15							
16	Chicago or Kansas City	92,995	<b>92,995</b>				
17							
18	Chicago, Kansas City, Omaha, St. Louis, St. Joseph, and St. Paul	92,995					
19							
20	Sauk and Fox School ..... Iowa	500					
21	Haskell Institute ..... Kans.	2,500					
22	Potawatomi School ..... Kans.	600					
23	Omaha ..... Nebr.	93,000					
24		50,000					
25		42,995					
26							
27							
28	Carson School ..... Nev.	1,600					
29	Nevada School ..... Nev.	400					
30	Fort Sill School ..... Okla.	800					
31	Thackery ..... Okla.	560					
32	Salem ..... Oreg.	2,000					
33	Sisseton School ..... S. Dak.	400					
34	Fort Spokane School ..... Wash.	1,250					
35	Puyallup School ..... Wash.	1,000					
36	Tulalip School and Day School ..... Wash.	550					
37	Yakima School ..... Wash.	1,000					
38	Oneida ..... Wis.	1,000					

a At per pound.

b Only.

c Pearl hominy.

d In 10-pound tins.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARD BREAD.

James A. Lewis.	Adam J. Kasper.	Hobart A. Stoddard.	Marvin A. Dean.	Reid, Murdoch & Co.	Charles H. Pickens.	Chauncy Abbott.	John S. Brady.	Number.
a. 042	a. 0394							1
a. 042		4.30						2
								3

## HOMINY.

		a. 01½	a b. 0159					4
						1.49		5
						1.44		6
					e 1.50		a b. 015	7

## LARD.

William Nichols.	The Cudahy Packing Co.	Thomas J. Conners.	Nelson Morris & Co.	Schwarzchild & Sulzberger Co.	Swift & Co.	Harry Muckler.	Charles Wolf Packing Co.	Stephen Perkins.	Reuben M. Huffman.	Edward A. Cudahy.	John A. Leberman.	George B. Graf.	Edward J. F. Rea.	Union Meat Co.	Fred Burneister.	Frye Bruhn Co.	Christ. Berghelm.	Kuehne & Krouse.	Number.
																			8
																			9
																			10
12.50																			11
12.50 10.00																			12
		b8.91																	13
		e9.22																	14
																			15
																			16
																			17
																			18
						f8.61													19
						98.49													20
						a. 07													21
							7.75												22
							9.00												23
									b8.93										24
										a8.25									25
										e8.55									26
										a8.40									27
										e8.70									28
																			29
											1250								30
											a. 09								31
																			32
																			33
															a. 10				34
															a. 0998				35
																			36
																			37
																			38

e In 5-pound tins.

f In 5-pound net tins.

g In 10-pound net tins.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

MESS PORK.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Thomas J. Connors.	Schwarzschild & Sulzberger Co.	Nelson, Morris & Co.	Swift & Co.
		<i>Barrels.</i>	<i>Barrels.</i>				
1	Chicago ..... Ill.	554	554	13.00	12.43		
2		254				12.77	
3		200					12.52
4		114					
5		90					
6		90					
7		90					
8		90					
9		90					
10	Kansas City ..... Mo.	200					12.72
11		300				12.55	
12	Omaha, St. Louis, St. Joseph, and St. Paul.....	154					12.92
13	Salem ..... Oreg.	10					
14	Oneida ..... Wis.	10					

## OATS.

		<i>Pounds.</i>	<i>Pounds.</i>			
15	Flagstaff (for Western Navaho School) .. Ariz.	33, 000				
16	Hackberry (for Truxton Canyon School) .. Ariz.	12, 000	<b>12,000</b>			
17	Holbrook (for Moqui School) .. Ariz.	30, 000				
18	Moqui School .. Ariz.	30, 000	<b>30,000</b>			
19	Seligman (for Havasupai School) .. Ariz.	15, 000	<b>15,000</b>			
20	Western Navaho School .. Ariz.	33, 000	<b>33,000</b>			
21	Beckwith (for Greenville School) .. Cal.	8, 000	<b>8,000</b>			
22	Fort Bidwell (for school) .. Cal.	8, 750	<b>8,750</b>			
23	Greenville (for school) .. Cal.	8, 000				
24	Madeline (for Fort Bidwell School) .. Cal.	8, 750				
25	Durango (for Navaho at San Juan School), Colo ..	9, 000	<b>9,000</b>			
26	Fort Lewis School .. Colo.	10, 000	<b>10,000</b>			
27	Grand Junction School .. Colo.	30, 000	<b>30,000</b>			
28	Grand Junction (for school) .. Colo.	30, 000				
29	Ignacio (for subagency) .. Colo.	30, 000				
30	Ignacio Subagency .. Colo.	30, 000	<b>30,000</b>			
31	Mancos (for Navaho Springs) .. Colo.	10, 000				
32	Navaho Springs .. Colo.	10, 000	<b>10,000</b>			
33	Seneca School .. Ind. T.	10, 000				
34	Wyandotte (for Seneca School) .. Ind. T.	10, 000	<b>10,000</b>			
35	Sauk and Fox School .. Iowa.	7, 500	<b>7,500</b>			

**a Only.**

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

MESS PORK.

12.55	Edward A. Cudahy.
12.70	Union Meat Co.
12.80	Kuehne & Krouse.
12.90	Nathan W. Tarr.
12.95	Charles H. Searing.
13.00	Clinton N. Cotton.
	Adolf Schuster.
	George H. Coffin.
	Edward P. Sessions.
	William Hester Stevens.
	David Rees.
	Gilbert G. Wright.
	Herman M. Guillet.
	J. G. McGannon.
	J. Arthur Lake.
	Number.

## OATS.

[illegible]

<sup>b</sup> At per pound (each 200 pounds net).

*c* Not less than 30,000 pounds. All above prices f. o. b. cars.

*d* All above prices f. o. b. cars.

At per pound.

*f* One delivery. Both feed and oats, or none.

**g** One delivery.

### h. ....

For deliveries on any or all of the above during November or December, 1904, a deduction of 5 cents per 100 pounds from quoted prices will be made.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

## OATS—Continued.

[illegible]

a	One delivery.	} For deliveries on any or all of the above during November or December, 1904, a deduction of 5 cents per 100 pounds from quoted prices will be made.
c	All or none.	
d	Feed with oats only.	
e	Only.	
f	Or 3 cents per 100 less if desired for delivery at Poplar Station.	
g	None called for.	
h	Or Bonesteel, S. Dak.	
i	Not less than 30,000 pounds.	
j	Only if delivered with 33,000 pounds.	} All above prices f. o. b. cars.
k		

*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

## OATS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	David Rees.	James O. Kruhm.	Charles H. Searing.
		Pounds.	Pounds.			
1	Standing Rock Agency..... N. Dak.	154,760	<b>154,760</b>	<b>a 1.68</b>	1.69	
2	Anadarko (for Riverside School)..... Okla.	25,000	<b>25,000</b>	a 1.44		<b>1.31</b>
3	Eagle City (for Cantonment School and Cheyenne and Arapaho)..... Okla.	22,000	<b>22,000</b>			<b>1.37</b>
4	Eagle City (for Cantonment School)..... Okla.	16,000				
5	Gotebo (for Rainy Mountain School)..... Okla.	20,000	<b>20,000</b>	b 1.49		<b>1.37</b>
6	Homestead (for Cheyenne and Arapaho)..... Okla.	22,000		a 1.44		
7	Osage School..... Okla.	15,000	<b>15,000</b>	<b>a 1.49</b>		1.48
8	Stroud (for Sauk and Fox Agency)..... Okla.	10,000	<b>10,000</b>			<b>1.44</b>
9	Klamath School and Agency..... Oreg.	35,000			1.69	
10	Pokegama (for Klamath)..... Oreg.	55,000	<b>55,000</b>			<b>2.33</b>
11	Salem School..... Oreg.	40,000	<b>40,000</b>			<b>1.43</b>
12	Yainax School..... Oreg.	20,000				
13	Canton Asylum..... S. Dak.	10,000	<b>10,000</b>		1.59	
14	Chamberlain School..... S. Dak.	16,000	<b>16,000</b>	a 1.44	1.59	
15	Chamberlain (for school)..... S. Dak.	16,000				
16	Chamberlain (for Crow Creek)..... S. Dak.	70,800				
17	Chamberlain (for Lower Brulé)..... S. Dak.	65,000				
18	Cheyenne River Agency and School..... S. Dak.	45,000	<b>45,000</b>	a 1.58	1.69	
19	Cheyenne River Agency..... S. Dak.	45,000				
20	Crow Creek Agency and School..... S. Dak.	70,800		a 1.44	1.59	
21	Crow Creek Agency..... S. Dak.	70,800				
22	Crow Creek School..... S. Dak.	20,800				
23	Gettysburg (for Cheyenne River)..... S. Dak.	45,000				
24	Lower Brulé Agency and School..... S. Dak.	65,000	<b>65,000</b>	a 1.44		
25	Lower Brulé Agency..... S. Dak.	65,000				
26		51,000				
27	Pierre School..... S. Dak.	12,000	<b>12,000</b>	a 1.53	1.69	
28	Pollock (for Standing Rock)..... S. Dak.	154,760				
29	Springfield School..... S. Dak.	3,200	<b>3,200</b>	b 1.38		<b>1.37</b>
30	Yankton Agency and School..... S. Dak.	60,000	<b>60,000</b>	a 1.37	1.69	
31	Yankton Agency..... S. Dak.	60,000				
32	Ouray Agency and School..... Utah	32,000	<b>36,000</b>	c 2.34		2.17
33	Price Station (for Ouray Agency)..... Utah	25,000				
34	Uinta..... Utah	4,000				2.17
35	Creston (for Fort Spokane School)..... Wash.	17,000	<b>17,000</b>		<b>1.79</b>	1.87
36	Marysville (for Tulalip School and Agency)..... Wash.	25,000	<b>25,000</b>		1.79	<b>1.73</b>
37	Puyallup School..... Wash.	10,000	<b>10,000</b>			1.56
38	Reservation (for Puyallup School)..... Wash.	10,000			1.69	
39	Ashland (for La Pointe)..... Wis.	35,000	<b>35,000</b>		1.59	<b>1.37</b>
40	Lac du Flambeau School..... Wis.	20,000		a 1.48	1.59	1.44
41	Lac du Flambeau (for school)..... Wis.	20,000	<b>20,000</b>			
42	Hayward School..... Wis.	20,000	<b>20,000</b>	d 1.44	1.69	
43	Hayward (for school)..... Wis.	20,000				1.57
44	Green Bay Agency..... Wis.	50,000	<b>50,000</b>			
45	Shawano (for Green Bay)..... Wis.	50,000		a 1.39	1.69	1.33

<p><sup>a</sup>.....</p> <p><sup>b</sup> One delivery. Both corn and oats or none.</p> <p><sup>c</sup> One delivery. Feed with oats only.</p> <p><sup>d</sup> Feed with oats or corn only.</p>	}	<p>For deliveries on any or all of the above during November or December, 1904, a deduction of 5 cents per 100 pounds from quoted prices will be made.</p>
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*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

## OATS—Continued.

[illegible]

## Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE—Figures in large type denote rates

## ROLLED OATS.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Marvin A. Dean.
		Pounds.	Pounds.	
1	Chicago.....Ill..	101,245		.0308
2				
3	Sioux City.....Iowa..	101,245		
4	Kansas City.....Mo..	101,245		
5	St. Louis.....Mo..	101,245		
6	Omaha.....Nebr..	101,245		
7		104,245	<b>105,000</b>	
8	New York.....N. Y..	101,245		

## RICE.

9	Chicago.....Ill..	57,405	<b>57,405</b>	.03 $\frac{1}{2}$
10				.03
11				.02 $\frac{1}{2}$
12				
13				
14				
15				
16				
17				
18				
19				
20				
21	Sioux City.....Iowa..	57,405		
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33	Kansas City.....Mo..	57,405		
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				

a Only.  
b Per case, thirty-six 2 pounds packages in case.  
c Carload lots.  
d Less than car lots.  
e 15,100 pounds only.  
f 28,900 pounds only.  
g F. o. b.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## ROLLED OATS.

Henry B. Steele.	Oscar B. McClason.	Reid Murdoch & Co.	Adam J. Kasper.	John J. Marks.	Charles H. Pickens.	John S. Brady.	Rollins A. Keyes.	Lewis Wolvorton Farm Co. (Limited).	Number.
a b 2.23 a b 2.33	.0306	a .03 $\frac{1}{2}$ a .03 $\frac{1}{2}$	.0318						1
	.0310								2
	.03.0								3
	.0310			.03					4
	.0310				b 2.38				5
						a .027			6
	.0352								7
									8

## RICE.

$\alpha$ . 04 $\frac{1}{2}$ $\alpha$ . 05	.0218 .0319 .0304 .0310 <b>.0264</b> .0374 .0125	$\alpha$ . 0363 $\alpha$ . 0388	$\vartheta$ . 04 $\vartheta$ . 03 $\frac{1}{2}$ $\vartheta$ . 03 $\frac{1}{2}$			.03 $\frac{1}{2}$	$\left\{ \begin{array}{l} .0383 \\ .04205 \\ .03455 \\ e. 0433 \\ .0283 \\ f. 0333 \\ .0402 \\ .04395 \\ .03645 \\ e. 0452 \\ .0302 \\ f. 0352 \\ .0390 \\ .04275 \\ .03525 \\ e. 0440 \\ .0290 \\ f. 0340 \\ .0398 \\ .04355 \\ .03605 \\ e. 0448 \\ .0298 \\ f. 0348 \\ .0385 \\ .04225 \\ .03475 \\ e. 0435 \\ .0285 \\ f. 0335 \\ .0390 \\ .04275 \\ .03525 \\ e. 0440 \\ .0290 \\ f. 0340 \end{array} \right.$	$\left\{ \begin{array}{l} 9 \\ 10 \\ 11 \\ 12 \\ 13 \\ 14 \\ 15 \\ 16 \\ 17 \\ 18 \\ 19 \\ 20 \\ 21 \\ 22 \\ 23 \\ 24 \\ 25 \\ 26 \\ 27 \\ 28 \\ 29 \\ 30 \\ 31 \\ 32 \\ 33 \\ 34 \\ 35 \\ 36 \\ 37 \\ 38 \\ 39 \\ 40 \\ 41 \\ 42 \\ 43 \\ 44 \end{array} \right.$
	.0253							
	.0253							



Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

RICE—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.
1	St. Louis.....Mo..	Pounds. 57,405	Pounds.
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13	Omaha.....Nebr..	57,405	
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25	Omaha School.....Nebr..	360	
26	Winnebago School.....Nebr..	200	
27	New York.....N. Y..	57,405	
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

a 15,000 pounds only.  
 b 25,000 pounds only.  
 c 17,700 pounds only.  
 d 29,900 pounds only.  
 e Carload lots.  
 f Less than car lots.  
 g 15,100 pounds only.  
 h 28,900 pounds only.  
 i "Only."  
 j Per cwt.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

RICE—Continued.

Gildehaus, Wulfung & Co.	Oscar B. McGlasson.	Edward Brandenstein.	Louis Wolverton Farm Co. (Limited).	Charles H. Pickens.	John S. Brady.	Cornelius J. O'Conner.	Walter B. Timms.	Alfred Davis.	Number.
a .024	.0243	c .0260	.0377						1
a .034		d .0260	.04145						2
b .034			.03395						3
			g .0427						4
			h .0277						5
			.0396						6
			.04335						7
			.03585						8
			g .0446						9
			h .0296						10
			h .0346						11
	.0253		.0388	.031	i .0362				12
			.04255	.0348	i .0348				13
			.03505		i .0336				14
			g .0438						15
			h .0288						16
			h .0338						17
			.0394						18
			.04315						19
			.03565						20
			g .0444						21
			h .0344						22
						j 8.50			23
						j 8.50			24
	.0255		.0385				i .046	.043	25
			.04225				i .041		26
			.03475				i .036		27
			g .0435						28
			h .0285						29
			h .0335						30
			.0392						31
			.04295						32
			.03545						33
			g .0442						34
			.0292						35
			h .0342						36
									37
									38

*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SALT, COARSE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searing.
		<i>Pounds.</i>	<i>Pounds.</i>	
1	Casa Grande (for Pima School).....	Ariz.. 1,000	<b>1,000</b>	<b>2.07</b>
2	Flagstaff (for Western Navaho School).....	Ariz.. 300		2.43
3	Mellen (for Colorado River School and Agency).....	Ariz.. 2,200	<b>2,200</b>	<b>2.13</b>
4	Phoenix (for school).....	Ariz.. 1,000	<b>1,000</b>	<b>1.28</b>
5	San Carlos (for school).....	Ariz.. 300	<b>300</b>	<b>2.43</b>
6	Western Navaho School.....	Ariz.. 300	<b>300</b>	
7	Hoopa Valley School.....	Cal.. 500		
8	Korbel (for Hoopa Valley School).....	Cal.. 500		2.48
9	Madeline (for Fort Bidwell School).....	Cal.. 500		2.75
10	Needles (for Fort Mohave School).....	Cal.. 600	<b>600</b>	<b>2.13</b>
11	Perris School.....	Cal.. 200		1.45
12	Riverside School.....	Cal.. 400		1.49
13	Round Valley School.....	Cal.. 500		
14	Grand Junction School.....	Colo. 1,000	<b>1,000</b>	<b>2.15</b>
15	Ignacio (for subagency).....	Colo. 500	<b>500</b>	<b>2.10</b>
16	Mancos (for Navaho Springs).....	Colo. 500	<b>500</b>	<b>2.19</b>
17	Fort Hall Agency and School.....	Idaho (b)		
18	North Lapwai (for Fort Lapwai School).....	Idaho. 1,000		1.87
19	Wyandotte (for Seneca School).....	Ind. T. 500	<b>500</b>	1.17
20	Sauk and Fox School.....	Iowa. 600		1.17
21	Germantown (for Kickapoo School).....	Kans. 500		.93
22	Hoyt (for Potawatomi School).....	Kans. 1,000		.93
23	Lawrence (for Haskell Institute).....	Kans. 3,450	<b>3,450</b>	<b>.83</b>
24	Mount Pleasant School.....	Mich. 2,000	<b>2,000</b>	<b>.75</b>
25	Bena (for school).....	Minn. 100		
26	Cass Lake (for Cass Lake School).....	Minn. 500		
27	Duluth.....	Minn. }		
28	Minneapolis.....	Minn. }	<b>51,000</b>	
29	St. Paul.....	Minn. }		
30	Fosston (for White Earth).....	Minn. 350		
31	Morris School.....	Minn. 1,000		.87
32	Pipestone School.....	Minn. 1,000	<b>1,000</b>	
33	Pipestone (for school).....	Minn. 1,000		.87
34	Solway (for Red and Cross Lake schools).....	Minn. 500		
35	Walker (for Leech Lake).....	Minn. 700		
36	Walker (for Leech Lake, etc.).....	Minn. 1,800		1.15
37	St. Louis.....	Mo.. 119,690		

a Per pound.

*b* 1,500 pounds called for, none offered.

c Only.

d F, o, b, cars.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

SALT, COARSE.

[illegible]

## 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.
		Pounds.	Pounds.
1	Crow Agency and schools.....	Mont. (a)	
2	Flathead Agency and School.....	Mont. (b)	
3	Fort Peck School.....	Mont. (c)	
4	Fort Shaw School.....	Mont. 3,000	3,000
5	Fort Shaw (for school).....	Mont. 3,000	
6	Rosebud Station (for Tongue River Agency).....	Mont. 8,000	
7	Tongue River Agency.....	Mont. 8,000	
8	Whittier (for Cherokee School).....	N. C. 800	800
9	Bancroft (for Omaha School).....	Nebr. 800	
10	Dakota City (for Winnebago School).....	Nebr. 700	
11	Omaha School.....	Nebr. 800	800
12	Winnebago School and Agency.....	Nebr. 700	700
13	Carson (for school).....	Nev. 500	
14	Elko (for Western Shoshoni School).....	Nev. 400	
15	Albuquerque (for school).....	N. Mex. 1,000	1,000
16	Gallup (for Navaho).....	N. Mex. 1,200	
17	Little Water School.....	N. Mex. 400	400
18	Navaho School and Agency.....	N. Mex. 800	800
19	Sante Fe School.....	N. Mex. 1,000	1,000
20	Fort Berthold Agency.....	N. Dak. 1,900	
21	Fort Totten School.....	N. Dak. (d)	
22	Standing Rock Agency.....	N. Dak. 2,600	2,600
23	Anadarko (for Riverside School).....	Okla. 600	600
24	Chilocco School.....	Okla. 20,000	20,000
25	Darlington (for Cheyenne and Arapaho schools and Agency).....	Okla. 3,500	3,500
26	Eagle City (for Cantonment School).....	Okla. 1,000	1,000
27	Fort Sill (for school).....	Okla. 600	600
28	Gotebo (for Rainy Mountain School).....	Okla. 1,000	1,000
29	Kaw City (for school).....	Okla. 500	500
30	Osage School.....	Okla. 2,000	2,000
31	Pawnee (for school).....	Okla. 1,000	1,000
32	Stroud (for Sauk and Fox).....	Okla. 500	500
33	Thackery (for Shawnee School).....	Okla. 400	400
34	Washita Junction (for Red Moon School).....	Okla. 500	500
35	Weatherford (for Seger School).....	Okla. 1,000	1,000
36	Whiteagle (for Ponca School).....	Okla. 500	500
37	Grande Ronde School.....	Oreg. (e)	
38	Salem (for school).....	Oreg. 2,500	2,500
39	Siletz School.....	Oreg. (f)	
40	Umatilla School.....	Oreg. (g)	
41	Warm Springs Agency.....	Oreg. (h)	

a 4,900 pounds called for; none offered.

b 2,300 pounds called for; none offered.

c 840 pounds called for; none offered.

d 3,000 pounds called for; none offered.

e 200 pounds called for; none offered.

f 1,000 pounds called for; none offered.

g 600 pounds called for; none offered.

h 500 pounds called for; none offered.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## SALT, COARSE—Continued.

Byrd A. Robertson.	James O. Kruhn.	Elmer C. Adams.	Charles H. Searing.	Cornelius J. O'Connor.	Clinton N. Cotton.	Number.
						1
						2
						3
						4
1.38	1.37	1.39				5
	1.49					6
	2.09					7
			1.43			8
			.93			9
			.93			10
				1.25		11
				1.15		12
			2.60			13
			2.60			14
			1.43			15
			2.03			16
					1.70	17
					1.70	18
			1.43			19
	1.69					20
	1.19					21
			1.17			22
			.73			23
			1.09			24
			1.18			25
			1.17			26
			1.17			27
			1.07			28
			1.07			29
			1.17			30
			1.17			31
			1.33			32
			1.18			33
			1.18			34
			1.17			35
						36
			1.09			37
						38
						39
						40
						41

Abstract of proposals received and contracts awarded at Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## SALT, COARSE—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James W. Sanford.	John J. McNamara.
		Pounds.	Pounds.		
1	Canton Asylum.....S. Dak.	(a) 1,000	1,000	1.17	
2	Chamberlain (for school).....S. Dak.	(b) 4,800	4,800	1.27	
3	Cheyenne River Agency School.....S. Dak.	(c) 1,000	1,000		1.45
4	Crow Creek Agency.....S. Dak.	(d) 2,000			
5	Pierre School.....S. Dak.	(e) 100	100		
6	Pine Ridge School.....S. Dak.	(f) 1,000			
7	Rapid City (for school).....S. Dak.	(g) 1,000			
8	Riggs Institute.....S. Dak.	(h) 1,000			
9	Sisseton School.....S. Dak.	(i) 1,000			
10	Price (for Uintah School).....Utah.	(j) 1,000			
11	Southern Utah School.....Utah.	(k) 1,000			
12	Puyallup School.....Wash.	(l) 1,000			
13	Tulalip School.....Wash.	(m) 1,000			
14	Yakima School.....Wash.	(n) 1,000			
15	Green Bay Agency.....Wis.	(o) 200	200		
16	Hayward School.....Wis.	(p) 1,000			
17	Lac du Flambeau.....Wis.	(q) 1,000			
18	Oneida School.....Wis.	(r) 1,000			
19	Shawano (for Green Bay).....Wis.	(s) 2,000			
20	Tomah School.....Wis.	(t) 2,000			
21	Wittenberg School.....Wis.	(u) 600			

## SALT, FINE.

22	Canyon Diablo (for Oraibi School).....Ariz.	800			
23	Casa Grande (for Pima School).....Ariz.	2,000			
24	Cibicu Day School.....Ariz.	300	300		
25	Flagstaff (for Western Navaho School).....Ariz.	1,500	2,800		
26	Fort Apache School and Agency.....Ariz.	2,800			
27	Hackberry (for Truxton Canyon School).....Ariz.	1,500			
28	Holbrook.....Ariz.	6,000			
29	Mellen (for Colorado River School).....Ariz.	500			
30	Moqui School.....Ariz.	2,200	2,200		
31	Second Mesa Day School.....Ariz.	500	500		
32	Oraibi Day School.....Ariz.	800	800		
33	Polacco Day School.....Ariz.	200	200		
34	Phoenix School.....Ariz.	7,500			
35	Phoenix (for school).....Ariz.	7,500	7,500		
36	Pima School.....Ariz.	3,000	3,000		
37	Rice Station School.....Ariz.	2,500	2,500		
38	Rice Station (for school).....Ariz.	2,500			
39	San Carlos Agency and School.....Ariz.	5,200	5,200		
40	San Carlos (for agency and school).....Ariz.	5,200			

a 800 pounds called for; none offered.

b 300 pounds called for; none offered.

c 500 pounds called for; none offered.

d 1,000 pounds called for; none offered.

e 200 pounds called for; none offered.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## SALT, COARSE—Continued.

Orville P. Nason.	Charles H. Searing.	Almon C. Coburn.	Charles M. Upham.	Adolf Schuster.	Will Wooster.	Clinton N. Cotton.	Charles Goldman.	Number.
								1
								2
								3
								4
								5
								6
								7
.90								8
	2.75							9
								10
								11
								12
								13
		1.05						14
			.55					15
	.87							16
	1.27							17
	1.17							18
	.99		.45					19
	.89							20
	.75							21

## SALT, FINE.

	2.41							22
	2.17							23
				4.00	3.50			24
	2.78							25
				2.45	2.75			26
	3.19							27
	1.97							28
	2.57							29
				2.45	2.85	2.36		30
				2.90	3.25	2.60		31
				2.90	3.50	3.00		32
				2.75	4.00	3.00		33
							1.84	34
	1.61							35
							2.34	36
					2.65			37
	2.87							38
					2.50			39
	2.77							40

f Only.

Abstracts 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.
		Pounds.	Pounds.	
1	Seligman (for Havasupai).....	Ariz.. 200		3.19
2	Truxton Canyon.....	Ariz.. 1,700	<b>1,700</b>	
3	Western Navaho School.....	Ariz.. 1,500	<b>1,500</b>	
4	Winslow (for Western Navaho School).....	Ariz.. 1,500		
5	Yuma (for Fort Yuma School).....	Ariz.. 1,500		3.07
6	Beckwith (for Greenville School).....	Cal.. 800		2.97
7	Hoopa Valley School.....	Cal.. 1,000		
8	Korbel (for Hoopa Valley School).....	Cal.. 1,000		2.68
9	Madeline (for Fort Bidwell School).....	Cal.. 900		2.97
10	Needles (for Fort Mojave School).....	Cal.. 2,000	<b>2,000</b>	<b>2.17</b>
11	Perris (for school).....	Cal.. 1,000		2.02
12	Riverside (for school).....	Cal.. 4,200		1.93
13	Grand Junction (for school).....	Colo.. 1,700	<b>1,700</b>	<b>2.23</b>
14	Hesperus (for Fort Lewis School).....	Colo.. 2,000	<b>2,000</b>	<b>2.23</b>
15	Ignacio (for subagency and school).....	Colo.. 2,325	<b>2,325</b>	<b>2.23</b>
16	Mancos (for Navaho Springs).....	Colo.. 1,500		2.23
17	Navaho Springs.....	Colo.. 1,500	<b>1,500</b>	
18	Fort Hall School.....	Idaho (a)		
19	Lemhi School and Agency.....	Idaho (b)		
20	North Lapwai (for school).....	Idaho.. 2,000		2.17
21	Wyandotte (for Seneca School).....	Ind. T.. 1,000	<b>1,000</b>	<b>1.19</b>
22	Sauk and Fox School.....	Iowa.. 300		1.85
23	Germantown (for Kickapoo School).....	Kans.. 300		1.47
24	Hoyt (for Potawatomi School).....	Kans.. 500		1.47
25	Lawrence (for Haskell Institute).....	Kans.. 7,500	<b>7,500</b>	<b>.97</b>
26	Mount Pleasant School.....	Mich.. 2,000	<b>2,000</b>	<b>.87</b>
27	Cass Lake (for Cass Lake School).....	Minn.. 100		
28	Duluth.....	Minn.. }		
29	St. Paul.....	Minn.. 100,000	<b>83,000</b>	
30	Minneapolis.....	Minn.. }		
31	Fosston (for Wild Rice River School).....	Minn.. 200		
32	Morris (for school).....	Minn.. 2,000		1.17
33	Pipestone School.....	Minn.. 1,000	<b>1,000</b>	
34	Pipestone (for school).....	Minn.. 1,000		1.17
35	Solway (for Red Lake and Cross Lake schools).....	Minn.. 800		
36	Walker (for Leech Lake Chippewa and School).....	Minn.. 700		
37	Walker (for Leech Lake Agency and schools).....	Minn.. 1,600		1.50
38	St. Louis.....	Mo.. 206,600		
39	Blackfeet Agency School.....	Mont.. (c)		
40	Crow Agency schools.....	Mont.. (f)		
41	Flathead Agency School.....	Mont.. (g)		
42	Fort Belknap Agency School.....	Mont.. (h)		
43	Fort Peck School.....	Mont.. (i)		
44	Fort Shaw School.....	Mont.. 1,500	<b>1,500</b>	
45	Fort Shaw (for school).....	Mont.. 1,500		
46	Tongue River School.....	Mont.. (j)		

a 1,200 pounds called for; none offered.

b 1,700 pounds called for; none offered.

c 670 pounds called for; none offered.

f 1,300 pounds called for; none offered.

g 700 pounds called for; none offered.

h 800 pounds called for; none offered.

i 2,300 pounds called for; none offered.

j 250 pounds called for; none offered.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## SALT, FINE—Continued.

Will Wooster.	George H. Coffin.	Alexander Brizard.	Herman M. Guillet.	J. G. McGannon.	Sever S. Stadsvold.	James O. Kruhn.	Orville P. Nason.	The Valley Salt Co.	Byrd A. Robertson.	Elmer C. Adams.	Number.
											1
<b>2.90</b>	<b>3.33</b>										2
2.15											3
											4
											5
											6
											7
		2.25									8
		1.00									9
											10
											11
											12
											13
											14
											15
											16
			<b>2.25</b>								17
											18
											19
											20
				1.25							21
											22
											23
											24
											25
											26
					c 1.70						27
						d .90					28
						d .95					29
						d .95					30
					c 1.60						31
											32
							<b>1.00</b>				33
											34
					c 1.60						35
					c 1.70						36
											37
								1.00			38
											39
											40
											41
											42
											43
						<b>1.86</b>					44
									1.88	1.89	45
											46

c Only.

d F. o. b. cars.

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.	Cornelius J. O'Connor.	Clinton N. Cotton.	James O. Kruhm.	Number.
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Bancroft (for Omaha School).....Nebr..	1,000		1.19				1
2	Dakota City (for Winnebago School), Nebr.	1,000		1.19				2
3	Niobrara (for Santee School).....Nebr.	900	<b>900</b>	<b>1.29</b>				3
4	Omaha School.....Nebr.	1,000	<b>1,000</b>		<b>1.25</b>			4
5	Winnebago School.....Nebr.	1,000	<b>1,000</b>		<b>1.15</b>			5
6	Carson (for school).....Nev.	3,000		2.89				6
7	Elko (for Western Shoshoni).....Nev.	1,600		2.99				7
8	Wadsworth (for Nevada Agency).....Nev.	550		2.89				8
9	Albuquerque (for school).....N. Mex.	3,000	<b>3,000</b>	<b>1.63</b>				9
10	Dulce (for Jicarilla).....N. Mex.	3,300	<b>3,300</b>	<b>2.07</b>				10
11	Gallup (for Zuñi).....N. Mex.	85		2.13				11
12	Gallup (for Navaho schools and Agency), N. Mex.	3,100		2.13				12
13	Little Water School.....N. Mex.	1,000	<b>1,000</b>			<b>2.10</b>		13
14	Navaho School and Agency.....N. Mex.	2,100	<b>2,100</b>			<b>2.10</b>		14
15	San Juan School (for Navaho).....N. Mex.	(a)						15
16	Santa Fe (for schools).....N. Mex.	4,100	<b>4,100</b>	<b>1.63</b>				16
17	Zuñi School.....N. Mex.	85	<b>85</b>			<b>2.50</b>		17
18	Whittier (for Cherokee School).....N. Mex.	1,000	<b>1,000</b>	<b>1.79</b>				18
19	Devils Lake schools.....N. Dak.	(b)						19
20	Fort Berthold Agency.....N. Dak.	1,200				<b>1.79</b>		20
21	Fort Totten School.....N. Dak.	(c)						21
22	Standing Rock Agency.....N. Dak.	13,400	<b>13,400</b>			<b>1.38</b>		22
23	Anadarko (for Riverside School).....Okla.	2,000	<b>2,000</b>	<b>1.27</b>				23
24	Chilocco School.....Okla.	5,000	<b>5,000</b>	<b>1.07</b>				24
25	Darlington (for Cheyenne and Arapaho), Okla.	2,800	<b>2,800</b>	<b>1.17</b>				25
26	Eagle City (for Cantonment School and Cheyenne and Arapaho).....Okla.	1,000	<b>1,000</b>	<b>1.37</b>				26
27	Fort Sill (for school).....Okla.	1,000	<b>1,000</b>	<b>1.47</b>				27
28	Gotebo (for Rainy Mountain School), Okla.	200	<b>200</b>	<b>1.97</b>				28
29	Kaw City (for school).....Okla.	500	<b>500</b>	<b>1.37</b>				29
30	Osage School.....Okla.	1,200	<b>1,200</b>	<b>1.27</b>				30
31	Oto Agency (for police).....Okla.	(d)						31
32	Pawnee (for school).....Okla.	1,000	<b>1,000</b>	<b>1.47</b>				32
33	Shawnee (for school).....Okla.	400	<b>400</b>	<b>1.47</b>				33
34	Stroud (for Sauk and Fox School).....Okla.	500	<b>500</b>	<b>1.47</b>				34
35	Weatherford (for Seger School).....Okla.	700	<b>700</b>	<b>1.37</b>				35
36	Whiteagle (for Ponca School and po- lice).....Okla.	1,260	<b>1,260</b>	<b>1.31</b>				36
37	Grande Ronde School and Agency.....Oreg.	(e)						37
38	Klamath schools and Agency.....Oreg.	(f)						38
39	Salem (for school).....Oreg.	7,300	<b>7,300</b>	<b>1.29</b>				39
40	Siletz School.....Oreg.	(g)						40
41	Umatilla School.....Oreg.	(h)						41
42	Warm Springs Agency (for police).....Oreg.	(i)						42

a 300 pounds called for; none offered.

b 75 pounds called for; none offered.

c 500 pounds called for; none offered.

d 30 pounds called for; none offered.

e 800 pounds called for; none offered.

f 1,600 pounds called for; none offered.

g 2,000 pounds called for; none offered.

h 1,200 pounds called for; none offered.

i 100 pounds called for; none offered.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, FINE—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James W. Sanford.	John J. McNamara.	Orville P. Nason.	Charles H. Searing.	Charles M. Upham.	Almon C. Coburn.	Charles H. King.	Number.
		<i>Pounds.</i>	<i>Pounds.</i>								
1	Canton Asylum.....S. Dak.	(a)									1
2	Chamberlain (for school), S. Dak.	1,000	<b>1,000</b>	<b>1.25</b>							2
3	Chamberlain (for Big White River Issue Station), S. Dak.	800	<b>800</b>	<b>1.25</b>							3
4	Cheyenne River School, S. Dak.	(b)									4
5	Crow Creek Agency (for school).....S. Dak.	1,500	<b>1,500</b>	<b>1.35</b>							5
6	Lower Brulé Agency (for school).....S. Dak.	400	<b>400</b>	<b>1.35</b>							6
7	Pierre School.....S. Dak.	(c)									7
8	Pine Ridge Agency and Schools.....S. Dak.	(d)									8
9	Rapid City (for school) S. Dak.	1,000	<b>1,000</b>	<b>1.65</b>							9
10	Riggs Institute.....S. Dak.	3,500			<b>1.10</b>						10
11	Sisseton School.....S. Dak.	(e)									11
12	Yankton School.....S. Dak.	(f)									12
13	Price (for Uinta and Ouray), Utah	7,100	<b>7,100</b>				<b>1.87</b>				13
14	Southern Utah School.....Utah.	(g)									14
15	Green Bay Agency.....Wis.	700	<b>700</b>				<b>.95</b>				15
16	Hayward (for school).....Wis.	3,000					1.27				16
17	Lac du Flambeau (for school), Wis.	1,800					1.29				17
18	Oneida School.....Wis.	1,000					1.27				18
19	Shawano (for Green Bay), Wis.	700					1.41	<b>.85</b>			19
20	Tomah School.....Wis.	1,200					1.17				20
21	Wittenberg (for school).....Wis.	600					1.17				21
22	Colville Agency.....Wash.	(h)									22
23	Neah Bay Agency.....Wash.	(i)									23
24	Puyallup School.....Wash.	(j)									24
25	Tulalip School.....Wash.	(f)									25
26	Yakima Agency.....Wash.	2,320	<b>2,320</b>						<b>1.983</b>		26
27	Casper (for Shoshoni School), Wyo.	1,600	<b>1,600</b>							<b>2.00</b>	27

a 200 pounds called for; none offered.

b 300 pounds called for; none offered.

c 600 pounds called for; none offered.

d 11,800 pounds called for; none offered.

e 800 pounds called for; none offered.

f 500 pounds called for; none offered.

g 50 pounds called for; none offered.

h 2,650 pounds called for; none offered.

i 100 pounds called for; none offered.

j 2,500 pounds called for; none offered.

k Only.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## SUGAR.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Adam J. Kasper.	William Haas.	John S. Brady.
		Pounds.	Pounds.			
1	San Francisco..... Cal..	666,670	<b>555,000</b>		<b>.04½</b>	
2	Chicago..... Ill..	666,670		.0499		
3				.0486		
4	Omaha..... Nebr..	666,670				a 4.92
5		500,000	<b>62,000</b>			
6						
7	Omaha School..... Nebr..	2,000				
8	Winnebago School..... Nebr..	2,500				
9	New York..... N. Y..	666,670	<b>285,000</b>			
10	Casper..... Wyo..	6,000				

## TEA.

11	Chicago..... Ill..	11,614		.21		
12				.23		
13						
14						
15	Browning..... Mont..	300				
16	Poplar..... Mont..	1,000				
17	Omaha..... Nebr..	11,614				.45
18						.23
19	New York..... N. Y..	11,614				
20						
21						
22		12,000				
23						
24	New York, Chicago, Omaha, St. Louis, Sioux City, Kansas City.....	11,614	<b>16,500</b>			
25	San Francisco.....					
26						
27	Oberon or Devils Lake..... N. Dak..	700				
28	Chilocco..... Okla..	1,000				
29						

a Per cwt.

b Only.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## SUGAR.

Charles H. Pickens.	Cornelius J. O'Connor.	Walter B. Timms.	Frederick W. Hannahs.	Charles H. King.	Rollin A. Keys.	Marvin A. Dean.	Henry B. Steele.	John D. Warfield.	Reid, Murdoch & Co.	Reuben W. Hills.	Theo. F. Whitmarsh.	Edward Brandenstein.	Number.
													1
													2
													3
													4
a 4.86													5
a 4.86													6
	a 7.00												7
	a 7.00												8
		b. 0455	<b>.0455</b>										9
				a 5.76									10

## TEA.

					.21	.25	.23	.24	b. 23				11
					.20	.22	.20	.23	b. 21½				12
									b. 22				13
									b. 24½				14
										.231			15
										.24			16
													17
													18
		b. 2468											19
		b. 2268											20
		b. 2067											21
													22
										.165			23
										.13			24
												.16½	25
												.18	26
												.15	27
												<b>.16½</b>	28
									.25				29
									.219				30



*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

GROCERIES.

Number.	CLASS NO. 8. GROCERIES.	Quantity awarded.	Points of delivery.					
			Omaha.	Chicago.				St. Louis.
				John S. Brady.	Marvin A. Dean.	Henry B. Steele.	Reid, Murdoch & Co.	
1	Allspice, ground, in $\frac{1}{2}$ and 1 pound tins, pounds.....	222	.12	a. 15	a. 15	a. 22 $\frac{1}{2}$	.20	a. 16 $\frac{1}{2}$
2			.13	b. 13 $\frac{1}{2}$	b. 14	b. 19 $\frac{1}{2}$	.14	b. 15 $\frac{1}{2}$
3			.17 $\frac{1}{2}$					
4			.18 $\frac{1}{2}$					
5			.15					
6			.16					
7	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..	35,295	.14 $\frac{1}{2}$	c. 15 $\frac{1}{2}$		c. 14 $\frac{1}{2}$	.13 $\frac{1}{2}$	
8			.13 $\frac{1}{2}$	c. 15 $\frac{1}{2}$		c. 10 $\frac{1}{2}$	.10	
9			.12 $\frac{1}{2}$	c. 14 $\frac{1}{2}$		c. 09		
10			.09 $\frac{1}{2}$	a. 14 $\frac{1}{2}$		a. 13 $\frac{1}{2}$		
11			.11 $\frac{1}{2}$	a. 14 $\frac{1}{2}$		a. 09 $\frac{1}{2}$		
12			.11 $\frac{1}{2}$	a. 13 $\frac{1}{2}$		a. 08		
13	Bath brick.....doz..	148			.26 $\frac{1}{2}$		.27 $\frac{1}{2}$	
14	Beeswax.....lbs..	230						.32
15								
16								
17								
18								
19								
20	Bluing, boxes.....doz..	818			a. 15		.17	
21	Candles, adamantine, 6's.....lbs..	687						
22	Cassia, ground, in $\frac{1}{2}$ and 1 pound tins, pounds.....	540	.14 $\frac{1}{2}$	a. 16 $\frac{1}{2}$	a. 18	a. 29 $\frac{1}{2}$	.20	a. 18 $\frac{1}{2}$
23			.16 $\frac{1}{2}$	b. 15 $\frac{1}{2}$	b. 17	a. 34 $\frac{1}{2}$	.15	b. 17 $\frac{1}{2}$
24			.16 $\frac{1}{2}$			b. 26 $\frac{1}{2}$		
25			.17 $\frac{1}{2}$			b. 31 $\frac{1}{2}$		
26			.17					
27			.18					
28	Cloves, ground, in $\frac{1}{2}$ and 1 pound tins, pounds.....	190	.12 $\frac{1}{2}$	a. 23 $\frac{1}{2}$	a. 21		.30	a. 23
29			.13	b. 21 $\frac{1}{2}$	b. 20		.20	b. 22
30			.20 $\frac{1}{2}$					
31			.21 $\frac{1}{2}$					
32			.21					
33			.22					
34	Cocoa, in $\frac{1}{2}$ and 1 pound tins.....lbs..	2,300			a. 26	a. 31		
35					b. 25	a. 23		
36						b. 30 $\frac{1}{2}$		
37						b. 22		
38	Cornstarch, in 1-pound packages....lbs..	6,780			.03 $\frac{1}{2}$	e. 02 $\frac{1}{2}$	.08	
39								
40	Cream tartar, in $\frac{1}{2}$ and 1 pound tins, pounds.....	250	.14 $\frac{1}{2}$	a. 33 $\frac{1}{2}$	a. 32		.37	a. 31 $\frac{1}{2}$
41			.15 $\frac{1}{2}$	b. 32 $\frac{1}{2}$	b. 31		.26	b. 30 $\frac{1}{2}$
42			.33 $\frac{1}{2}$					
43			.34 $\frac{1}{2}$					
44			.27					
45			.28					

**a**  $\frac{1}{2}$  pound.  
**b** 1 pound.  
**c**  $\frac{1}{4}$  pound.  
**d** 409 dozen awarded each.  
**e** Only.  
**f** Assorted, 148 dozen. Powdered.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.)

GROCERIES.

[illegible]

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued.	Quantity awarded.	Points of delivery.			
			Omaha.	Chicago.		
1	Ginger, ground, in $\frac{1}{2}$ and 1 pound tins.....lbs..	870	.12 $\frac{1}{2}$	a. 13 $\frac{1}{2}$	a. 16	.17
2			.13	b. 12 $\frac{1}{2}$	b. 15	.13 $\frac{1}{2}$
3			.17 $\frac{1}{2}$			
4			.18 $\frac{1}{2}$			
5			.15			
6			.16			
7	Hops, fresh, pressed.....do....	620		b. 15 $\frac{1}{2}$	d. 16 $\frac{1}{2}$	
8				b. 13 $\frac{1}{2}$	d. 13 $\frac{1}{2}$	
9	Lye, concentrated.....doz....	1,640	.57 $\frac{1}{2}$	.23	.60	
10			.57 $\frac{1}{2}$			
11			.77 $\frac{1}{2}$			
12	Matches, full count, 100 in box.....gross..	365	.99			
13			.99			
14	Mustard, ground, in $\frac{1}{2}$ and 1 pound tins.....lbs..	285	.12 $\frac{1}{2}$	a. 13 $\frac{1}{2}$	a. 16	.18
15			.13	b. 11 $\frac{1}{2}$	b. 15	.13
16			.15 $\frac{1}{2}$			
17			.16 $\frac{1}{2}$			
18			.15			
19			.16			
20	Pepper, black, ground, in $\frac{1}{2}$ and 1 pound tins...lbs..	1,640	.12 $\frac{1}{2}$	a. 18 $\frac{1}{2}$	a. 18 $\frac{1}{2}$	.18
21			.13	b. 17 $\frac{1}{2}$	b. 17 $\frac{1}{2}$	.15
22			.21 $\frac{1}{2}$			
23			.22 $\frac{1}{2}$			
24			.17			
25	Sirup, in barrels of not exceeding 43 gallons..galls..	4,200	.18			
26			.22 $\frac{1}{2}$	g. 24	.20 $\frac{1}{2}$	.19 $\frac{1}{2}$
27				g. 22	.19 $\frac{1}{2}$	
28				g. 21	.18 $\frac{1}{2}$	
29				g. 21 $\frac{1}{2}$		
30				g. 20 $\frac{1}{2}$		
31				g. 20		
32	Sirup, in 5-gallon IC tin cans, cased, or in flat-top jacketed cans (specify price on each style of package).....galls..	40,700	i. 29	k. 28	.26	i. 27
33				j. 27	.25	
34				k. 26	.24	
35				k. 25		
36				k. 25 $\frac{1}{2}$		
37				k. 24 $\frac{1}{2}$		
38				j. 24 $\frac{1}{2}$		
39				j. 23 $\frac{1}{2}$		
40				k. 24		
41				j. 23		
42				j. 25		
43				j. 24		

a  $\frac{1}{2}$  pound.

b 1 pound.

c  $\frac{1}{2}$  pound.d Bids  $\frac{1}{2}$ ,  $\frac{1}{4}$ , and 1 pound packages.

e Bids per case of 4 dozen.

f Per box.

g In  $\frac{1}{2}$  barrels of 31 gallons.

h Only.

i 5-gallon flat-top jacketed cans.

j Flat-top jacketed cans.

k All IC tins, two in case.

l IC or flat-top cans.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GROCERIES—Continued.

Number.	Meyer Bros. Drug Co.	John D. Warfield.	Charles H. Pickens.	Adam J. Kasper.	Charles F. Weller.	Edward A. Cudahy.	U. S. Laundry Machinery and Supply Co.	Harry Channon.	Puhl-Webb Co.	Reid, Murdoch & Co.	Jos. A. Monnig.	St. Louis.	Chicago.	Omaha.	F. O. b. Chicago.	Omaha.	Chicago.	St. Louis.	Number.
1	a. 16	a. 18 $\frac{1}{2}$	a. 13 $\frac{1}{2}$	a. 15	a. 15 $\frac{1}{2}$														1
2	b. 15	a. 15 $\frac{1}{2}$	b. 12 $\frac{1}{2}$	b. 13 $\frac{1}{2}$	b. 14														2
3		b. 17																	3
4		b. 14																	4
5																			5
6																			6
7	c. 15	.11		d. 16	c. 23														7
8				d. 13 $\frac{1}{2}$															8
9	.55		.30	.24		.46 $\frac{1}{2}$	.56	e. 1.65											9
10							.51	e. 1.05											10
11								e. 1.30											11
12				f. 882					.78										12
13																			13
14	a. 20	a. 16 $\frac{1}{2}$	a. 15 $\frac{1}{2}$	a. 14	a. 16 $\frac{1}{2}$					a. 21									14
15	b. 19	a. 14 $\frac{1}{2}$	b. 13 $\frac{1}{2}$	b. 12 $\frac{1}{2}$	b. 15 $\frac{1}{2}$					b. 19									15
16		b. 15																	16
17		b. 13																	17
18																			18
19	a. 21 $\frac{1}{2}$	a. 20	a. 18 $\frac{1}{2}$	a. 19	a. 17 $\frac{1}{2}$					a. 25									19
20	b. 20 $\frac{1}{2}$	a. 19	b. 17 $\frac{1}{2}$	b. 17 $\frac{1}{2}$	b. 16 $\frac{1}{2}$					b. 22 $\frac{1}{2}$									20
21		a. 18																	21
22		b. 18 $\frac{1}{2}$																	22
23		b. 17 $\frac{1}{2}$																	23
24		b. 16 $\frac{1}{2}$																	24
25																			25
26				.1842						h. 21	.2065								26
27				.1817						h. 22	.2065								27
28										h. 23									28
29										h. 24									29
30										h. 25									30
31										h. 26									31
32																			32
33				l. 2345						h. 27	j. 2465								33
34				l. 2320						h. 28	j. 2465								34
35										h. 29									35
36										h. 30									36
37										h. 31									37
38										h. 32									38
39																			39
40																			40
41																			41
42																			42
43																			43

## Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued.	Quantity awarded.	Points of delivery.						
			Loren J. Haskins.	Jno. J. O'Rourke.	Benj. W. Rising.	Edward A. Cudahy.	Alfred F. Burrows.	Swift & Co.	Thomas J. Reynolds.
			Omaha or Sioux City.	As stated.	St. Paul.	Omaha.	Chicago.		
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 $\frac{1}{4}$ 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..	358,485	.034	a. .0320	.034	.0334	.0365	.0375	.03472
2			.034	a. .0320		.0324			
3				b. .0330		.0314			
4				b. .0330					
5				c. .0340					
6				c. .0340					
7	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 $\frac{1}{4}$ 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..	35,160	.054	.....	.044	.0523	.0575	.095	.0557
8						.0485			

a Chicago or St. Louis.

b New York City.

c Kansas City, Omaha, Sioux City, or St. Paul.

In a straight lot to any destination herein named, or entire quantity offered distributed over delivery points specified, in car lots (600 boxes minimum), as called for by Department requisition.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GROCERIES—Continued.

Number.	Points of delivery.										
	Edward J. Beach.	Jos. A. Hoeger.	Frederick H. Brennan.	Marvin A. Dean.	Henry B. Steele.	U. S. Laundry Machinery and Supply Co.	Myer Bros. Drug Co.	Chas. F. Weller.	Chas. H. Pickens.	Reid, Murdoch & Co.	Adam J. Kasper.
	Chi., St. L., St. P., Sioux City, Omaha, or Kas. City.	Chicago.	St. Louis.	Omaha.	Chicago.	New York.	Omaha.	Chicago.	St. Louis.		
1	d. .0369	.0359	.033								
2											
3											
4											
5											
6											
7		.0575	.0625								
8			.0625								

d Bids on 60,000 pounds.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## GROCERIES—Continued.

Number.	CLASS NO. 8. GROCERIES—continued.	Quantity awarded.	Points of delivery.					
			Loren J. Haskins.	Jno. J. O'Rourke.	Benj. W. Rising.	Edward A. Cudahy.	Alfred F. Burrows.	Swift & Co.
			Omaha or Sioux City.	As stated.	St. Paul.	Omaha.	Chicago.	Thomas J. Reynolds.
1	Soda:							
2	Standard quality, in pound and							
3	half-pound tin cans; packed in							
4	strong boxes of not more than 100							
5	pounds each.....lbs.	<b>2,930</b>						
6	Washing.....do.	<b>37,955</b>						
7	Starch, laundry, in boxes not exceed-							
8	ing 40 pounds each.....lbs.	<b>16,670</b>						
9	Tomatoes, 3-pound cans.....do.	<b>3,345</b>						
10	Vinegar:							
11	In barrels.....galls.	<b>2,520</b>						
12	In kegs.....do.	<b>1,900</b>						
13								
14								
15								
16								
17								
18								
19								
20								

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GROCERIES—Continued.

Number.	Chicago.	St. Louis.	Omaha.	Chicago.	New York.	Omaha.	Chicago.	St. Louis.	Number.
1									1
2									2
3									3
4									4
5									5
6									6
7									7
8									8
9									9
10									10
11									11
12									12
13									13
14									14
15									15
16									16
17									17
18									18
19									19
20									20

*e* 1/2 pound.  
*f* 1 pound.  
*g* Per cwt.  
*h* Per barrel, 350 pounds.  
*i* Per keg, 150 pounds.  
*j* Per cwt. in barrels.  
*k* Per cwt. in boxes.  
*l* 5-gallon kegs.

*m* 10-gallon kegs.  
*n* 15-gallon kegs.  
*o* 25-gallon kegs.  
*p* 30-gallon kegs.  
*q* 15-gallon kegs.  
*r* 10-gallon kegs.  
*s* 5-gallon kegs.

"Only."

\* "Only."

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## CROCKERY AND LAMPS.

Number.	CLASS No. 9. CROCKERY AND LAMPS.	Quantity awarded.	Points of delivery.	
			Manhattan Supply Co.	Siegel, Cooper Co.
			Chicago.	New York or Chicago.
1	Bowls:			
2	Pint, white enamel ware.....doz..	138	1.31	1.06
3				
4	Quart, white enamel ware.....do..	90	1.72	1.39
5				
6	Burners, lamp:			
7	Heavy, No. 1.....do..	4 <sup>a</sup>		
8	Heavy, No. 2.....do..	88 <sup>a</sup>		
9	For Rochester Mammoth.....No..	(*)		
10	Chambers, with covers, ironstone or white enamel ware.....do..	157	.52	.331
11				.397
12				.486
13	Crocks:			
14	1-gallon, with covers.....do..	(*)		
15	2-gallon, with covers.....do..	(*)		
16	3-gallon, with covers.....do..	(*)		
17	Cruets, vinegar.....doz..	48		
18	Cups:			
19	Coffee, white enamel ware.....do..	275	1.31	.9937
20				.9937
21	Tea, white enamel ware.....do..	170	1.05	1.06
22				.927
23				.927
24	Dishes:			
25	Meat, 14-inch, white enamel ware.....No..	350	.354	.33
26				.33
27	Meat, 16-inch, white enamel ware.....do..	133	.437	.397
28				.397
29	Vegetable, without covers, white enamel ware.....do..	1,140	.289	.19
30				.354
31				.22
32				.243
33				.265
34				.28
35				.353
36	Globes:			
37	Lantern, tubular, safety.....doz..	59		
38				
39	For tubular street lamps.....No..	83		
40	Lamp shades:			
41	Metal, for Mammoth Rochester lamps.....do..	26		
42				
43	Paper, with wire rims.....doz..	8 <sup>a</sup>		
44	Porcelain, for students' lamps.....No..	264		
45	Lamps, heavy, glass or metal fount, heavy metal bracket, with burner, chimney, and reflector, complete.....No..	368		
46				
47	Heavy, glass or metal fount, table, not over 12 inches high, metal base, with burner and chimney, complete.....No..	193		
48				
49	Student's, one-burner, with burner, shade, and chimney, complete.....No..	85		
50				
51	Rochester (Mammoth), hanging, with burner and chimney, complete.....No..	91		

\* No award, no sample.

<sup>a</sup> If lamps are required with 20-inch tin shade, add to price \$2.25 per dozen.<sup>b</sup> Per dozen.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## CROCKERY AND LAMPS.

Wheeling Potteries Co.	Harry B. Lyford.	Ferdinand P. Armbruster.	John S. Brady.	Edward A. Henrichs.	Rollin A. Keyes.	Albert W. Boulton.	William M. Glass.	Edward Miller & Co.	Robert M. Fair.
Points of delivery.									
Chicago.			Omaha.		Chicago.		Omaha.	Chicago.	
.60	1.10 1.24								
	1.65								
.90	1.65 1.45								
	.39	.40	.47½	.35	.40				
	.50	.52	.60	.48	.50				
	.48								
	.57½								
b 4.32				c.38					
				c.16					
				c.24					
				c.32					
		1.20		1.02					
.48	1.24 1.10								
	1.03								
.42	1.10 1.03								
b 3.78	.34½								
b 5.94	.41½								
	.48½								
b 1.62	.20½								
	.23								
	.25½								
	.50	.40	d .55			.40	c .55		
	.25	.30	e .48						
				c .38		.23	c .35		
	.12½	.15						b 2.25	
	.14½								
	.40	.35		.26					
	.07	b 1.00		c .07					
	.45	.50		c .38				1.25	
	.20								
	.99			c .88				.92	
	.70								
	2.03	2.20		c 2.00				2.20	2.07½
	2.24	2.25		c 2.25				a 1.85	

c Only.

d 1-dozen case.

e 5-dozen case.

## Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## CROCKERY AND LAMPS—Continued.

Number.	CLASS No. 9. CROCKERY AND LAMPS—continued.	Quantity awarded.	Points of delivery.		
			Chicago.		
			Ferdinand P. Ambruster.	Edward Miller & Co.	Harry B. Lyford.
1	Lamps, street, tubular, globe, with burners, complete.. No..	54	3.50	2.75	2.75
2	Lamp chimneys:				
3	Sun-burner, No. 1, extra heavy .....doz..	10	.18		.49
4					.31
5	Sun-burner, No. 2, extra heavy .....do....	592	.25		.61
6					.42
7	For students' lamps .....do....	126	.30		.55
8	For Rochester lamps (Mammoth).....do....	91	.65		
9			1.30		1.35
10			1.50		
11	Lamp wicks:				
12	No. 0, boiled.....do....	66			
13	No. 1, boiled.....do....	78			
14	No. 2, boiled.....do....	440			
15	For students' lamps, boiled.....do....	105			.04
16	For tubular street lamps, boiled.....do....	57			.06½
17	For Rochester lamps (Mammoth).....do....	39			.68
18	Lanterns, tubular, safety .....No..	290	.37½		.32
19					.58
20	Pepper sprinklers, glass.....doz..	105	.25		
21	Pitchers:				
22	Pint, white enamel ware .....No..	420			.27½
23					.32
24	Quart, white enamel ware .....do....	455			.34½
25					.39
26	Sirup, glass, pint, metal top.....doz..	55	2.00		
27	Water, 2-quart, white enamel ware.....No..	435			.48½
28					.41½
29	Water, 3-quart, white enamel ware.....do....	575			.62
30					.48½
31	Washbowl, white enamel ware .....do....	350			.96½
32					.83
33	Plates:				
34	Breakfast, white enamel ware .....doz..	105			1.38
35					1.24
36	Dinner, white enamel ware.....do....	190			1.65
37					1.51
38	Sauce, white enamel ware .....do....	225			1.03
39					.96½
40	Soup, white enamel ware .....do....	90			1.65
41					1.86
42	Reflectors, for bracket lamps, 7-inch .....No..	120	1.50		.10

a 1-dozen case.  
b 3-dozen case.h Per dozen.  
Only.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## CROCKERY AND LAMPS—Continued.

John S. Brady.	Edward A. Henrichs.	Nathaniel H. White- side.	Albert W. Boulton.	Glens Falls Lantern Co.	Manhattan Supply Co.	Harry Channon.	William M. Glass.	Robert M. Fair.	Siegel Cooper Co.	Wheeling Potteries Co.		
Points of delivery.												
Omaha.		Chicago.		As stated.		Chicago.		Oma- ha.	Chi- cago.	New York or Chi- cago.	Chi- cago.	Number.
												1
.85	.58		.32									2
			.38									3
			.45									4
1.05	.72		.45									5
			.50									6
			.57									7
	.25		.53									8
	.30		.50									9
a 1.40	1.34		1.20									10
b 1.25			1.25									11
			1.35									12
.02½	.02	.02½										13
.03	.03	.03										14
.04½	.04	.04										15
	.05	.05										16
	.05											17
	.48											18
				e 8.00	e 10.00	.34½	h 5.00	i .32½				19
				d 8.25	d 10.25							20
				e 8.37	e 10.37							21
				f 8.65	f 10.65							22
				g 8.97	g 10.97							23
	.29								.34½			24
	.40											25
						.31			.288	h .77		26
						.35			.33	h 1.08		27
	1.65					.43			.42	h 2.16		28
						.45			.40			29
						.48			.464	h 3.24		30
						.53						31
						.974			.663	h 3.42		32
						1.58			1.457	.50		33
						1.83			1.666			34
									1.457	.57		35
									1.72			36
						1.05			1.987			37
						1.84						38
									1.788	.57		39
	i .09	.08							1.987			40
												41
												42
												43
												44
												45
												46

e New York.  
d Chicago.  
e East St. Louis.  
f St. Paul.  
g Sioux City, Omaha; Kansas City, Mo; Kansas City, Kans.

F. o. b. Price per doz.

## 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.				
			Chicago.				
1	Salt sprinklers, glass.....doz..	138	.30	.34	.29		
2	Saucers:				.40		
3	Coffee, white enamel ware.....do..	177				.92	.927
4	Tea, white enamel ware.....do..	130				.79	.861
5	Tumblers.....do..	533	.24		.21		.927
6	Washbowls, white enamel ware.....No..	325			.28		1.192
7						.21	1.457
8						.25	.198
9						.31	.176
10							
11							

## FURNITURE AND WOODEN WARE.

CLASS No. 10.—FURNITURE AND WOODEN WARE.							
12	Baskets:						
13	Clothes, large.....No..	925					
14	Measuring, ½ bushel.....do..	98					
15	Measuring, 1 bushel.....do..	335					
16							
17	Bedsteads, wrought-iron frame:						
18	Double, with casters, 6 feet long inside, 4 feet						
19	wide, with woven-wire mattress.....No..	334		4.56			
20				4.92			
21	Single, with casters, 6 feet long inside, 3 feet						
22	wide, with woven-wire mattress.....No..	645		4.25			
23				4.59			
24	Bowls, wooden, chopping, round:						
25	15-inch, packed in cases.....do..	79					
26	18-inch, packed in cases.....do..	68					
27	Brooms, to weigh not less than 27 pounds per						
28	dozen, in bundles of 1 dozen matted in burlaps						
29	(samples of 1 dozen required).....doz..	830					
30							
31							
32							
33							
34							
35							
36							

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## CROCKERY AND LAMPS—Continued.

Number.	Points of delivery.														
	Chicago.														
	Chicago.														
1															
2															
3	.36	.96													
4		.89													
5	.30	.82													
6		.76													
7															
8															
9	a3.42	.25													
10		.29													
11		.34													

## FURNITURE AND WOODEN WARE.

12		.58	b.58	c.55	.53											12
13		.07	c.14	c.17	.16											13
14		.27														14
15		.11	c.19	c.18	.18											15
16		.16														16
17		.17														17
18		.39														18
19						4.00	4.50	5.15	3.85	5.20						19
20									4.125	4.50						20
21										4.00						21
22						3.48	3.95	4.40	3.575	4.70						22
23									3.85	4.00						23
24										3.60						24
25		.14		c.15												25
26		.23		c.25												26
27		.33														27
28		2.55			2.40					2.60	2.65	2.50	2.40	2.78	d2.50	28
29		3.15			2.50					2.40	2.38		2.55		d2.35	29
30					2.65										d1.94	30
31															e2.60	31
32															e2.45	32
33															e2.04	33
34															f2.65	34
35															f2.50	35
36															f2.09	36

a Per dozen.

b 400 only.

c Only.

d Kansas City.

e Omaha.

f Sioux City, St. Louis, or Chicago.

F. o. b.



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.	Robert M. Fair.	Harry B. Lyford.	Nathaniel H. White- side.	James W. Harris.	Henry B. Steele.	Rollin A. Keyes.
			Points of delivery.					
			Chicago.					
1	Brooms, whisk.....doz..	175	1.46	.70	1.25	1.25	1.56	.87½
2			1.28	.70	1.35		1.41	.84
3			1.09	.93	1.35			1.25
4				1.10	1.46			
5					1.50			
6					1.60			
7	Brushes:							
8	Dust.....do..	137	1.37½	1.75				2.60
9			2.55	3.00				
10			1.62½	2.05				
11			2.70					
12			1.79					
13			1.92½					
14	Scrub, 6-row, 10-inch.....do..	157	2.05	.63			.79	1.25
15				.77			.76	
16								
17	Shoe, dauber.....do..	106	.80	.35	.55			
18			.95	.57				
19			1.49					
20			.49½					
21	Shoe, polishing.....do..	135	1.40	1.25	1.50			1.88½
22			2.30	1.74	1.75			
23			2.45					
24								
25	Stove, 5-row, 10-inch.....do..	28		.70				1.25
26				.75				
27				1.10				
28				.28				
29	Buckets, well, oak, extra strong.....No..	57						
30	Bureaus, three drawers, burlaped and crated, not over two in each crate.....No..	167	6.75					
31			9.75					
32	Chairs:							
33	Reed-seat, close-woven.....doz..	62	8.90		8.70			
34								
35	Wood, bow-back, 4 spindles to back.do...	96	5.38		5.35			
36	Wood, office, bow-back and arms, re- volving.....No..	58	2.70		2.85			
37								
38	Churns, barrel, revolving, to churn 5 gal- lons.....No..	14		1.95				

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## FURNITURE AND WOODEN WARE—Continued.

Meyer Bros. Drug Co.	Charles F. Weller.	Marcus A. Kelley.	Manhattan Supply Co.	John I. Holcomb.	Frank H. Filley.	Chicago Brush Co.	Eugene H. Conklin.	William M. Glass.	Charles M. Wilhelm.	John A. Thompson.	Chas. H. Searritt.
Points of delivery.											
St. Louis.	Omaha.	Chi- cago or Kan- sas City.	Chi- cago.	N. Y., Chgo., St. Louis, St. Paul, Sioux City, Omaha, or Kansas City.	St. Louis.	Chicago.	Omaha.	Chi- cago.	St. Louis.	Number.	
.85 1.35 1.80 2.75	1.50 1.80 2.00	1.10 .90								1 2 3 4 5 6	
			2.90	3.25 2.75 2.45	1.90 2.10 2.40	2.25 2.43 2.75 3.25 3.54				7 8 9 10 11 12 13 14	
			.80			1.00 1.10 1.40 1.58 1.60 1.75				15 16 17 18 19	
.88 .55 .75 1.75 1.65 2.00 2.60 8.50	.72   1.68		.85		.63 .94	.70 1.00 1.10	.45			20 21 22 23 24 25 26 27 28	
			3.75			1.50 1.95 2.75 3.45 1.10 1.25 2.00	1.50			29 30 31 32 33	
			1.24							34 35 36 37 38	
					.30			a. 32½			
								6.85	6.75		
								10.20	9.90		
								6.50	5.65		
								3.20	2.75		

a "Only."

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.				
			George B. Carpenter.	Manhattan Supply Co.	Robert M. Fair.	Harry B. Lyford.	Nathaniel H. White- side.
1	Clocks, 8-day, pendulum or spring lever....No..	115	13.25	2.54	2.57½	2.25	4.45
2				2.74	2.64	2.64	2.50
3					1.37½	3.79	2.75
4					2.37½	2.58	2.80
5							2.40
6	Clotheslines: Galvanized-wire, in lengths of 100 feet, per 100 feet.....feet..	29,500				.20	
7						.16	
8						.13	
9						.11	
10	Rope.....No..	106	.15				
11							
12	Clothespins.....gross..	627				.09½	
13						.45	
14						.25	
15	Desks, office, medium size and quality, wrapped in heavy paper and burlaped.....No..	23			9.50		
16							
17	Desks, school, with seats, double:						
18	No. 1, for scholars 18 to 21 years old....do...	18					
19	No. 3, for scholars 13 to 15 years old....do...	15					
20	No. 4, for scholars 11 to 13 years old....do...	16					
21	No. 5, for scholars 8 to 11 years old....do...	12					
22	No. 6, for scholars 5 to 8 years old....do...	2					
23	Desks, school, with seats, single:						
24	No. 1, for scholars 18 to 21 years old....do...	21					
25	No. 2, for scholars 15 to 18 years old....do...	52					
26	No. 3, for scholars 13 to 15 years old....do...	57					
27	No. 4, for scholars 11 to 13 years old....do...	101					
28	No. 5, for scholars 8 to 11 years old....do...	135					
29	No. 6, for scholars 5 to 8 years old....do...	107					

a "Only."

b Per 60 feet.

c 11 to Robert M. Fair, 12 to John A. Thompson.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.									
	Omaha.	Chi- cago.	St. Louis.	Chi- cago.	Omaha.	Chicago.			F.o.b. Chi- cago.	Chi- cago.
1										
2										
3										
4										
5										
6	a. 17	.21	.12½	.14						
7	a. 22½	.19	.16½	.16						
8		.26	.20	.18						
9		.30	.24							
10		.41								
11	a. 07			b. 11	.13					
12	a. 09				.10					
13	a. 10				.16					
14	a. 14		.10	.095	.10					
15										
16										
17					10.50	c 9.50				
18					9.15					
19					7.50					
20							39.42	2.24	d 2.25	2.30
21										2.45
22							31.20	2.14	d 2.20	2.40
23										2.35
24							33.28	2.14	d 2.20	2.30
25										2.35
26							22.68	2.04	d 2.15	2.30
27										2.25
28							3.78	2.04	d 2.15	2.20
29										2.25
30							45.99	1.74	d 1.70	2.00
31										1.74
32							113.88	1.74	d 1.70	2.10
33										1.64
34							118.56	1.64	d 1.65	1.90
35										1.64
36							210.08	1.64	d 1.65	1.90
37										1.64
38							255.15	1.54	1.60	1.80
39										1.90
40							202.23	1.54	1.60	1.80
41										1.54

d Double desks with separate seats cost 50 cents each additional.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## FURNITURE AND WOODEN WARE—Continued.

Number.	CLASS No. 10. FURNITURE AND WOODEN WARE—continued.	Quantity awarded.	Points of delivery.					
			The A. H. Andrews Co. American School Furniture Co. Wisconsin School Supply Co. J. Lewis Alabaster. John B. Sherwood. Robert M. Fair.					
			Chicago.		F. o. b. Chicago.	Chicago.		
1	Desks, school, back seats for, single:							
2	No. 1.....No.	10	18.70	1.44	1.55	1.70	1.54	
3	No. 2.....do.	7	13.09	1.44	1.55	1.70	1.54	
4	No. 3.....do.	10	16.80	1.44	1.55	1.70	1.54	
5	No. 4.....do.	23	38.64	1.44	1.55	1.70	1.54	
6	No. 5.....do.	30	47.40	.44	1.55	1.70	1.54	
7						1.80		
8	Desks, teacher's, medium size and quality; wrapped in heavy paper and burlapped, number	14	118.30	4.10	8.25	7.50	8.50	
9								
10	Handles:							
11	Hammer, 16-inch.....doz.	62						
12	Hatchet.....do.	25						
13								
14	Sledge, "extra," 36-inch.....do.	30						
15	Machines, sewing:							
16	"Family," with cover and accessories, number	83					14.00	
17								
18	Tailor's, with attachments.....No.	5						
19	Mattresses:							
20	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.	530					3.38	
21							3.29	
22							3.15	
23							2.60	
24							3.03	
25							2.80	
26	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.	1,367					2.97	
27							2.90	
28							2.80	
29							2.28	
30							2.68	
31							2.52	
32	Measures, wood, iron-bound, or all iron, cased:							
33	1-peck.....No.	15						
34	1-bushel.....do.	20						
35	Mirrors, not less than 15 by 18 inches.....do.	506					.91	

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.	The A. H. Andrews Co. John A. Thompson. Harry B. Lyford. Harry Channon. Frank H. Filley. Frederick K. Maus. George Cadogan Morgan, Jr. William M. Glass. Manhattan Supply Co. Standard Sewing Machine Co. Edward T. Howard. Frank A. Hall. Charles H. Scarritt. Rollin A. Keyes. Midland Glass and Paint Co.											
		Charles M. Wilhelm. John A. Thompson. Harry B. Lyford. Harry Channon. Frank H. Filley. Frederick K. Maus. George Cadogan Morgan, Jr. William M. Glass. Manhattan Supply Co. Standard Sewing Machine Co. Edward T. Howard. Frank A. Hall. Charles H. Scarritt. Rollin A. Keyes. Midland Glass and Paint Co.											
		Chicago. St. Louis. Chicago. Chicago, St. Louis, Kansas City, St. Paul, Omaha. Omaha. Chicago. Cleveland, Chicago, New York. Chicago or New York. New York. St. Louis. Chicago. Omaha.											
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11	10.50	8.50											
12	9.15												
13	7.50												
14			.40	.50	.36	.40	.48						
15			.10	.36	.36	.40	a.45						
16			.36	.65	.31								
17			.36	.33	.33								
18			.88	1.50	1.12	1.15	1.20						
19			1.20			.80							
20													
21					12.00		14.60	10.50	15.00				
22					11.50								
23					11.50								
24					11.00								
25							20.60	18.50	21.50				
26								23.00					
27	2.85									2.10	1.70		
28										2.40			
29										2.60			
30													
31													
32													
33	2.57									1.70	1.575		
34										1.95			
35										2.10			
36													
37													
38													
39			.12									.14	
40			.14									.16	
41	.95											.80	

## 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.		
			John S. Brady.	Harry B. Lyford.	Frank H. Filley.
			Omaha.	Chi- cago.	St. Louis.
1	Mopsticks.....doz.	253	.72	.58	.66
2			.80	.62½	
3			1.10	.65	
4	Pails, wood, painted, three iron hoops, heavy stable pattern.....No.	33		.32	
5				.20	
6	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.	1,135			
7					
8					
9					
10					
11	Rolling-pins, 2½ by 13 inches, exclusive of handle.....do.	98		.06	
12	Rope, manila:				
13	¾-inch.....lbs.	2,375	.12½	.12½	
14	¾-inch.....do.	3,520	.12½	.116	
15	¾-inch.....do.	2,265	.12½	.116	
16	¾-inch.....do.	1,895	.12½	.116	
17	¾-inch.....do.	2,185	.12½	.116	
18	1-inch.....do.	1,400	.12½	.116	
19	1½-inch.....do.				
20					
21					
22	Sash cord.....do.	615		.24	
23				.24	
24	Stools, wood.....doz.	110			
25	Washboards, double zinc, in bundles of one dozen, with 2 cleats 2 by ¾ inch each side of bundle.....No.	713	.22	.16½	
26			.26	.18	
27			.15	.16½	
28			.20	.20	
29			.19	.22	
30			.22	.22	
31	Washstands, wood, papered and crated, not over 4 in one crate.....No.	164	3.00		
32					
33	Washing machines, extra heavy, well crated (bids on light machines will not be considered).....No.	165		4.62	
34				5.00	
35				4.15	
36	Washtubs, three hoops, in nests of the three largest sizes.....do.	60		1.80	
37	Wringers, clothes, wood frame:				
38	Rolls 12 by 1½ inches.....do.	248		1.74	
39	Rolls 10 by 1½ inches.....do.	23		1.37	
40					
41					

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.										Number.
	Chicago.		New York.	Chicago.		Omaha.	Chi- cago.	Omaha.	Chi- cago.	Omaha.	
1	.65										1
2											2
3											3
4											4
5											5
6		.56	.85	.40	.62½						6
7		.58			.65						7
8		.62½			.70						8
9		.65			.75						9
10					.80						10
11											11
12	.12½				.12½	.12	.12½	.12½			12
13	.11½				.11½	.12	.16				13
14	.11½				.12	.116	.12	.12			14
15	.11½				.11	.116	.12	.15½			15
16	.11½				.12	.116	.12	.12½			16
17	.11½				.11	.116	.12	.15½			17
18	.11½				.12	.116	.12	.12½			18
19	.11½				.11	.116	.12	.15½			19
20	.11½				.12	.116	.12	.12½			20
21	.11½				.11	.116	.12	.15½			21
22	.11½				.12	.116	.12	.12½			22
23	.11½				.11	.116	.12	.15½			23
24					.23		a .24	.25			24
25											25
26		5.10	4.98					6.40	5.25		26
27	.18										27
28	.17½										28
29											29
30											30
31											31
32											32
33		3.75						3.65	3.65		33
34		4.75							4.50		34
35							a 4.35			4.25	35
36							a 4.45				36
37	1.75										37
38	1.90	1.72					a 2.25				38
39	1.80	1.36					a 1.40				39
40											40
41											41

a "Only."

*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

**SADDLES, HARNESS, LEATHER, ETC.**

Number.	CLASS No. 11.  HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.	Quantity awarded.	Points of delivery.						
			F. o. b. New York.	Omaha.	Chicago.				
1	Awl hafts, patent:								
2	Pegging.....doz..	6	.85	a. 42½	.38	.50			
3					.42				
4	Sewing.....do..	21	1.15	a. 42½	.42	1.20		1.25	
								3.65	
5	Awls, patent:								
6	Pegging, assorted.....do..	58	.06	a. 03½	.02½	.04			
	Sewing, assorted.....do..	131	.14	a. 07	.05	.12½		.15	
7	Awls:								
8	Round, with handles.....do..	3½	.24		.18	.30		3.65	
9								3.35	
10								2.45	
11								1.70	
12	Saddler's, assorted.....do..	93	.14		.05	.12½		.15	
					.05				
13	Bits, loose ring, snaffle, X. C., 2½-inch:								
14	Jointed.....doz..	76			.44			.92	.47
15					.72			.51	
16	Stiff.....do..	15			.46			.92	.47
17					.44			.51	
18					.72				
19	Blacking, shoe.....boxes..	9.450	.03		.46				
20			.03½		.03½				
21									
22									
23									
24	Blankets, horse.....No..	250			1.26			2.65	
25					1.60			1.68	
26					1.54			1.65	
27					1.04			1.38	
28					.95			1.38	
29									
30	Boottree.....do..	(*)							
31	Bridles, riding.....do..	50						.96	
32								.90	
33								.85	
34	Bristles.....oz..	31	.75			.70			
35									
36									
37	Brooms, stable.....No..	325			.25			d. 45	
38					.27			d. 40	
39					.42				
40					.49				

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

**SADDLES, HARNESS, LEATHER, ETC.**

[illegible]

**a "Only."**  
**b "For all."**  
**c Per dozen, with handles.**

d With handles.  
\* No bid.

## 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.	
			John I. Holcomb.	Haisler Bros. Co.
			All points.	Chicago.
1	Brushes, horse, leather backs ..... No..	220	.80	1.75
2			.95	a 16.00
3			1.05	
4				
5				
6	Buckles, breast strap, snaps and buckles, malleable iron, X. C., 1½-inch ..... doz..	184		
7				
8				
9				
10	Buckles, bar rein, malleable iron, X. C.:			
11	¾-inch ..... gross..	18		
12	¾-inch ..... do..	21		
13	¾-inch ..... do..	29		
14	¾-inch ..... do..	24		
15	1-inch ..... do..			
16				
17				
18	Buckles, harness, sensible, malleable iron, X. C.:			
19	¾-inch ..... do..	8		
20	¾-inch ..... do..	24		
21	¾-inch ..... do..	10		
22	¾-inch ..... do..	13		
23	¾-inch ..... do..	15		
24	¾-inch ..... do..	5 4-12		
25	Buckles, roller, girth, malleable iron, X. C., 1½-inch ..... do..	3 1-12		
26	Buckles, roller, harness, malleable iron, X. C.:			
27	¾-inch ..... do..	22		
28	¾-inch ..... do..	13		
29	¾-inch ..... do..	36		
30	¾-inch ..... do..	35		
31	¾-inch ..... do..	16		
32	¾-inch ..... do..	11		
33	¾-inch ..... do..	3 6-12		
34	2-inch ..... do..	5		
35	Buckles, trace, 3-loop, champion, X. C.:			
36	1½-inch ..... doz. pairs..	104		
37	1½-inch ..... do..	2 10-12		
38	2 inch ..... do..	2		
39	Burnishers:			
40	Heel, corrugated ..... No..	2		
41	Heel, plain ..... do..	2		
42	Shank ..... do..	4		

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Wooster Brush Works.	Albert Kuhlmeier.	Chicago Brush Co.	Harry B. Lyford.	Bernhard Hinrichs.	Nelson J. Riley.	Edward E. Spencer.	Eugene H. Conklin.
Points of delivery.							
Chicago.				F. o. b. Chicago.	F. o. b. New York.	Chicago.	Number.
1.00	3.00	a 12.00	.41				1
1.50	1.90	a 15.00	.53				2
	1.65	a 15.75	.78				3
	1.55	a 20.50	1.00				4
		a 21.00					5
	.73		.56	.55			6
			.67½	.63			7
			.56				8
			.67½				9
	.68		.56	.63	b 10.26		10
	.68		.56				11
	.92		.73	.87	b 15.54		12
	.92		.73				13
	1.07		.94	.99	b 27.26		14
	1.07		.94				15
	1.33		1.10	1.24	b 26.64		16
	1.33		1.10				17
	.47		.43	.45	b 3.44		18
	.63		.56	.56	b 13.68		19
	.86		.78	.75	b 7.80		20
	1.10		.99	1.03	b 13.00		21
	1.78		1.62	1.68	b 24.30		22
			2.05	2.00	b 10.93		23
	1.45		1.30				24
	.48		.45	.46	b 9.68		25
	.60		.54	.56	b 7.02		26
	.68		.63	.64	b 22.32		27
	.77		.71	.72	b 24.50		28
	1.13		1.03	1.04	b 16.48		29
	1.44		1.30	1.32	b 14.30		30
	1.73		1.57	1.64	b 5.50		31
	2.08		1.84	1.92	b 7.20		32
	.66		.64	.62	b 62.40		33
	.80						34
	.75		.72	.72	b 1.96		35
	.88						36
	.97		1.02	.88	b 1.72		37
							38
						.40	.37
						.22	.23
						.40	.32
							39
							40
							41

a Per dozen.	b For all.
--------------	------------

a Per dozen.

b For all.

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.		
			F. o. b. New York.	Chicago.	
1	Cement shoe, 2-ounce.....doz..	24	.98	1.00	
2	Chains, halter, with snap, 4½-foot, No. 0.....No..	152			.14
3					
4					
5					
6	Channel cutters.....No..	9	a .50	.50	
7	Channel openers.....do..	2	a .10	.15	
8	Cinchas.....do..	91			
9					
10					
11	Clamps, sewing, knee.....do..	4	a .40	1.50	
12	Clips:				
13	Hame, japanned.....doz..	98			.20
14					.31
15					.32
16	Trace, polished, 4½-inch, malleable-iron.....do..	70			
17	Cockeyes, screwed, japanned:				
18	1½-inch.....do..	13			.16½
19	1½-inch.....do..	190			.18
20	1½-inch.....do..	8			.22
21	2-inch.....do..	6			.28½
22	Collars, horse:				
23	17 to 19 inches by half-inch.....No..	362			
24					
25	19½ to 21 inches by half-inch.....do..	277			
26					
27	21½ to 24 inches by half-inch.....do..	30			
28					
29	Collars, mule, 15 to 16½ inches by half-inch.....do..	34			
30					
31					
32	Crimping boards, men's.....pair..	1	.40		
33	Crimping screws.....No..	(*)	a .18		
34	Currycombs, tinned iron, 8 bars.....doz..	34			1.10
35					1.20
36					
37					
38	Cutters, peg, regular.....No..	4	.30	.25	
39	Dressing, shoe.....doz..	265	.67		
40					
41					
42					
43					
44					

\*Two called for. No sample, no award.  
a "Only."

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

William M. Glass.	Albert Kuhlmeier.	Harry B. Lyford.	Nelson J. Riley.	Charles Kiper.	Thaddeus P. Stanwood.	Robert M. Fair.	Nathaniel H. Whiteside.	Meyer Bros. Drug Co.	The Puhl-Webb Co.	
Points of delivery.										
Omaha.	Chicago.		F. o. b. Chicago.	Chicago.				St. Louis.	Chi- cago.	Number.
a. 17	.14	.11								1
a. 15		.11½								2
		.09								3
		.11½								4
										5
										6
	.29									7
.23										8
.20										9
										10
										11
	.42	.12								12
	.40	.20								13
	.13	.20								14
										15
a. 17	.17	.17	b 1.95							16
a. 23	.20	.19	b 34.20							17
a. 28	.24	.24	b 1.76							18
a. 35	.31	.30	b 1.62							19
	1.43	1.53		1.44						20
	1.35	1.69								21
	1.27									22
	1.50	1.53		1.54						23
	1.43	1.69								24
	1.34									25
	1.60	1.71		1.70						26
	1.52	1.94								27
	1.40									28
	1.28	1.53		1.27						29
	1.20	1.69								30
	1.17									31
										32
	1.55	.75								33
	1.40	.95								34
	1.30	1.05								35
	1.00									36
										37
		.60			.67	.449	.57½	.55	.50	38
		.61			.61	.54	.62½			39
		.49			.60	.62	.70½			40
		.53			.55	1.15				41
					.55					42
					.53					43
										44

b "For all."



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.					
			Edward E. Spencer.	Eugene H. Conklin.	Charles Kiper.	Albert Kuhlmeier.	Harry B. Lyford.	
			F. o. b. New York.	Chicago.				
1	Eyelets, black, B. long.....M.	35	.07 <sup>1</sup> / <sub>2</sub>	.08 <sup>1</sup> / <sub>2</sub>				
2	Eyelet hooks, black.....do.	15	.68	.73 <sup>1</sup> / <sub>2</sub>				
3	Eyelet sets, hand.....No.	7	.45	.40				
4	Eyelet set, foot power.....do.	1	5.00					
5	Eyelet hook sets, foot power.....do.	2	4.75					
6	Halters.....do.	195			a. 73	.87	.47	
7					b. 48	.84	.57	
8						.71	.67	
9							.84	
10							.70	
11							.80	
12							.90	
13							1.07	
14	Hair, gray goat.....lbs.	210				.06		
15	Hames, Concord, size 18 by 20 inches, wood, high top, clip and breast ring, pairs.....do.	960				.51	.45 <sup>1</sup> / <sub>2</sub>	
16							.47 <sup>1</sup> / <sub>2</sub>	
17	Harness, double, complete: With breeching, Concord hames, sets.....do.	*93						
18	Without breeching, Concord hames, sets.....do.	53				20.75		
19						18.65		
20	Harness, plow, double, with backband and collars, Concord hames.....sets.	25				14.90		
21						11.05		
22	Hooks, hame.....doz.	(†) 43	1.90	1.50				
23	Ink, burnishing (quarts).....do.							
24	Jacks, low arm, for lasting and pegging, No.....do.	5	e 2.25					
25	Knives: Cutting.....doz.	7 <sup>1</sup> / <sub>2</sub>	.75	.65		17.00		
26	Gauge.....do.	1 <sup>1</sup> / <sub>2</sub>	.75	12.00		12.25		
27						9.75		
28	Head, large size.....do.	1 <sup>1</sup> / <sub>2</sub>	1.40			10.80		
29						10.20		
30	Round, large size.....do.	1 <sup>1</sup> / <sub>2</sub>	1.40			18.60		
31						13.80		
32	Shoe, square point, No. 3.....do.	32	.75	.65			.66	
33							1.06	
34	Skiving, regular.....do.	3	1.30	1.35				
35	Splitting, 10-inch.....No.	4	3.60			6.25		
36						4.80		
37	Straight, shoemaker's.....doz.	3 <sup>1</sup> / <sub>2</sub>	.75	2.75				
38	Laces, shoe: Leather, 36-inch,.....gross.	274	f. 31 f. 40	1.95				
39								
40								
41								
42								
43								
44	Tubular, 36-inch, black, extra heavy, gross.....do.	850	.31 .44 .53	.35 <sup>1</sup> / <sub>2</sub> .39 <sup>1</sup> / <sub>2</sub> .52 <sup>1</sup> / <sub>2</sub>				
45								
46								
47								
48								
49								

\* Awarded to Carlisle School, at \$19.40.  
† 2<sup>1</sup>/<sub>2</sub> called for, no bids.a With tie.  
b Without tie.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Nelson J. Riley.	Haskell Institute.	Thaddeus P. Stan-wood.	Frank H. Filley.	Eugene C. Hess.	Robert M. Fair.	Nathaniel H. White-side.	Rollin A. Keys.	Michigan Leather Co.	Samuel I. Reed.	Harry A. Hess.	
Points of delivery.											Number.
F. o. b. Chicago.	Kansas City.	Chicago.	St. Louis.	Chicago.							
											1
											2
											3
											4
											5
											6
											7
											8
											9
											10
											11
											12
											13
											14
e 528.00											15
											16
	b 21.00										17
ed 1,014.25	19.00										18
											19
e 355.00											20
											21
		1.25									22
											23
											24
											25
											26
											27
											28
											29
											30
											31
											32
			.60								33
			.48								34
											35
											36
											37
											38
		1.35		2.45	1.475	1.50	g .025	1.85	1.88		39
		1.75		2.20	1.945	1.97 <sup>1</sup> / <sub>2</sub>			1.70		40
		2.10		1.90	2.03	2.25					41
				1.65	2.25						42
				1.50							43
											44
		.77		.78	.347	.42 <sup>1</sup> / <sub>2</sub>	g .009	.47 <sup>1</sup> / <sub>2</sub>	.85	.53	45
		.50		.50	.4085	.57 <sup>1</sup> / <sub>2</sub>		.43	.53 <sup>1</sup> / <sub>2</sub>	.50	46
		.48		.48	.45				.51 <sup>1</sup> / <sub>2</sub>	.48	47
		.46		.46	.46					.47	48
		.43		.43	.4728					.46	49
		.80		.39	.58						

e For all.  
d No collars.e Only.  
f Bids on 395 bunches of 100 strings.g Per pair.  
h Bids on 40 sets.

[illegible]

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.		
			Harry B. Lyford.	Armour & Co.	Thos. D. McClure.
			Chicago.	All points.	Chicago.
1	Oil, neatsfoot, in square cans, cased.....galls..	180	a .49	.57	b.467
2	Ornaments, nickel, 1-inch .....gross..	7½			c.446
3	Pad hooks, band, X. C. ....do..	7-12			
4	Pad screws, X. C. ....do..	8½			
5	Paste, Austrian .....lbs..	67			
6	Pegs, shoe:				
7	3-14 .....galls..	1			
8	4-12 .....do..	4			
9	5-12 .....do..	5			
10	6-11 .....do..	5			
11	7-10 .....do..	1			
12	Pincers, lasting, steel, No. 4 .....No..	15			
13	Plane, edge, sizes 4 to 12 .....do..	21			
14	Punches:				
15	Hand, oval, Nos. 1 to 14 .....do..	30			
16	Spring, harness, 6, 7, and 8 tube .....do..	51	.11½		
17	Rasps:				
18	Peg (or peg break) .....do..	2			
19	Shoe, 8-inch, regular .....do..	67	.13		
20	Shoe, 10-inch, regular .....do..	50	.15		
21	Rivets, hame, Norway, malleable, ½-inch .....lbs..	103	.17		
22	Rings, halter .....doz..	67	.20½		
23			.05		
24			.09		
25			.07		
26	Rings, harness, malleable iron, X. C.:				
27	1-inch .....do..	60	.02½		
28	1-inch .....do..	98	.03½		
29	1-inch .....do..	85	.04		
30	1½-inch .....do..	103	.05		
31	1½-inch .....do..	180	.10		
32	1½-inch .....do..	198	.11		
33	Rosettes, nickel plate:				
34	1½-inch .....do..	94			
35	2-inch .....do..	86			
36	Rules, 3-foot, straight, boxwood .....No..	27	.10		

a Flat-top jacketed cans.

b 2 5-gallon cans cased.

c 5-gallon wooden-jacketed cans.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Chas. F. Weller.	Albert Kuhlmeier.	Edward E. Spencer.	Eugene H. Conklin.	Thaddeus P. Stanwood.	Bernhard Hinrichs.	Nelson J. Riley.	Charles Kiper.
Points of delivery.							
Omaha.	Chicago.	F. o. b. New York.	Chicago.			F. o. b. Chicago.	Chicago.
b .60							
	1.00						
	1.85						
	7.50						
	.70						
	.75						
	.75						
		.18	.16½				
		d .95	.20				
		d .80	.20				
		d .80	.20				
		d .80	.20				
		d .80	.20				
		.56	.55				
		1.45	1.65				
		.65					
	.55	e .60	.25				
		.90	.25				
		.15	.16	.17			
		.20	.22	.23			
	.06						
	.14						
	.18						
	.20						
	.03				.02½	f 1.45	
	.04				.03	f 2.76	
	.05				.03½	f 2.98	
	.06				.04½	f 6.39	
	.07				.07	f 15.00	
	.09						
	.08				.08½	f 18.65	
	.10						
	.12						
	.15						
	.20						
	.20						
	.40						
	.25						
							7.50
							8.00
							8.90
							8.75

Number.
1
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25
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27
28
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35
36
37
38
39
40
41
42
43
44

d Per bushel.

e On 4 and 6 tube.

f For all.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.
			Albert Kuhlmeier.	Harry B. Lyford.	Eugene C. Hess.	Eugene H. Conklin.	Bernhard Hinrichs.	William M. Glass.	Nelson J. Riley.	Edward E. Spencer.		
			Chicago.					Omaha.	Chicago (f. o. b.).	New York (f. o. b.).		
1	Saddles.....No..	34	10.00	9.60								1
2			8.15	9.19								2
3				8.70								3
4				7.00								4
5				6.60								5
6	Sheepskins, for shoe linings, medium weight, pink and russet.....doz..	14 <sup>a</sup> <sub>12</sub>			5.50	5.45						6
7					5.40	5.45						7
8	Slides, breast-strap: 1½-inch japanned....do..	58	.27	.22 <sup>a</sup> <sub>12</sub>			.23	α.35	69.28			8
9			.23	.30								9
10	1½-inch japanned....do..	13 <sup>a</sup> <sub>12</sub>	.30	.27			.27	α.43	62.43			10
11			.33	.33								11
12	2-inch japanned.....do..	12	.55	.48 <sup>a</sup> <sub>12</sub>				α.55				12
	Snap, harness, malleable iron, X. C.: ¾-inch.....gross..	18	1.75	1.35			1.64	α1.64				13
13			2.40	1.58								14
14			3.00									15
15	1-inch.....do..	22	1.85	1.50			1.75	α1.75				16
16			2.40	1.68								17
17			3.00									18
18	1½-inch.....do..	7 <sup>a</sup> <sub>12</sub>	3.20	2.60			2.80	α2.84				19
19			3.30	2.88								20
20			4.10									21
21	1½-inch.....do..	18 <sup>a</sup> <sub>12</sub>	3.55	3.25			3.35	α3.20				22
22			3.70	3.20								23
23			4.45									24
24	Spots, silvered, 1-inch..doz..	38	.10				.13			.15		25
25			.12				.13					26
26			.25									27
27	Squares, hip-strap, ¾-inch..do..	25	.07	.04			.05					28
28							.05 <sup>a</sup> <sub>12</sub>					29
29	Staples, hame, with burrs..do..	119	.13	.10 <sup>a</sup> <sub>12</sub>			.13	α.15				30
30	Stands, counter, regular, 4 lasts.....No..	7		.37		.75				.60		31
31				.27								32
32	Sticks: Shoulder.....do..	6				.15				.12		33
33	Size.....do..	(*)				.15				.14		34
34	Stirrups, wood, 5-inch..pairs..	72	.13									35
35			.18									36
36	Stitching horses.....No..	9	2.25	2.00						3.00		37
37				α.02 <sup>a</sup> <sub>12</sub>		c.06						38
38	Stones, sand.....do..	77								.14		39

a Only.

b For all.

c Per pound.

\* 4 offered, no award.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.
			New York (f. o. b.).	Chicago.		Chicago (f. o. b.).	Chicago.				
1	Stretchers:									1	
2	Instep..... No..	5	.48	.60						2	
3	Toe.....do..	13	.48	.75						3	
4	Surcingles.....do..	46			.30					4	
5					.25					5	
6	Swivels, bridle, X. C. loop:				.22					6	
7	1/2-inch..... doz..	9			.08	.07				7	
8	3/4-inch..... do..	51			.08	.11				8	
9						.07				9	
10						.12 1/4				10	
11	Tacks, shoe, 1, 2, and 3 ounce.....lbs..	506	.08 1/2	.11						11	
12			.07	.10						12	
13			.06 1/4	.09						13	
14	Terrets, band, X. C.:				.30	.31	a. 32	.31		14	
15	1 1/2-inch..... doz..	12 3/4		.33	.35	a4.50	.33			15	
16	Thread:									16	
17	Shoe, Barbour's No. 3.....lbs..	95	.95		.98	.94		.8835	.8995	17	
18						1.08				18	
19	Linen, spools, black machine, Nos. 40 and 50.....doz..	55	b2.39					2.37 1/2	b 2.2541	19	
20			c2.84					2.65	c 2.68	20	
21	Ticklers:				.35					21	
22	Creasing..... No..	18			.40					22	
23	Edge..... do..	12			.40					23	
24	Tools, claw..... do..	27			.35					24	
25					.27	.24	a12.15	.24		25	
26	Trace carriers, X. C. doz..	47			.27	.24				26	
27					.27	.43 1/4				27	
28					.27	.46				28	
29	Trees, self-adjusting, X. C. ..... No..	42			.25	.20				29	
30					.25					30	
31	Wax, saddler's black lbs..	138	.06	.05	.04	.03 1/4				31	
32	Wax, shoemaker's, black small ball (per 100 balls)	1,595	b6.40	.35	.30	.27				32	
33	Wheels:									33	
34	Box, with slide..... No..	1	.40	.50						34	
35	Fudge..... do..	5	.23	.40						35	
36	Overstitch, with car- riage, Nos. 6, 7, 8, 10, 12, and 14..... No..	6			.65					36	
37	Winkers, 1/2-inch, sensi- ble, 2 seams, patent leather..... doz..	7 1/2			1.40					37	
	Additional articles.										
38	Thread, shoe, Barbour's No. 10.....lbs..	215	.86		.85	.85 1/4		.7940	.8125	38	
39						.94				39	

a For all.

b No. 40.

c No. 50.

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.	
			Frank H. Filley.	William M. Glass.
			St. Louis.	Omaha.
1	Augers, post-hole, 9-inch.....No..	82	.40	a .45
2	Axle grease (2 dozen boxes in case).....doz..	430		
3				
4	Bags, grain, seamless, 2½-bushel, not less than 12 pounds per dozen.....No..	(*)		
5	Corn planters:			
6	Hand.....do..	(c)		
7	2-horse.....do..	4		
8	Corn shellers, hand, medium.....do..	5		
9	Cultivators:			
10	1-horse, iron frame, 5-inch blade, with wheel.....do..	8		
11	2-horse.....do..	7		
12	Diggers, post-hole, steel blade, iron handle, or 2 steel blades with 2 wooden handles.....No..	73		a .54
13				
14	Drills, grain, 2-horse.....do..	(d)		
15	Feed cutters.....do..	(e)		
16	Forks, hay, c. s.,			
17	3 oval tines, 5½-foot handles, extra tied.....doz..	41	3.50	a 3.50
18	5 oval tines, long handles, strapped ferrule, extra tied.....doz..	55	3.90	a 4.10
19	Handles:			
20	Ax, 36-inch, hickory, "extra," turned (samples of 1 dozen required); crated.....doz..	355	1.68	a 2.10
21	Hay fork, 5½-foot (samples of 1 dozen required); crated.....doz..	38		a g 1.65
22	Pick, 36-inch, No. 1 (samples of 1 dozen required); crated.....doz..	72	1.35	a h 1.90
23	Plow, left-hand, straight, 1½ by 2½ inches by 5 feet.....do..	43		
24	Plow, right-hand, double bend, for mold board, 1½ by 2½ inches by 5 feet.....doz..	33		
25	Shovel, long.....do..	72	1.35	a 2.55
26			1.80	
27	Spade, D.....do..	22	1.60	a 2.55
28			1.95	
29	Harrows, 60 teeth, ¼ by 8 inches, steel, with drawbar and clevises.....doz..			
30	Hoes:			
31	Garden, solid shank, c. s., 7-inch.....doz..	102	2.85	a 3.00
32			3.15	
33			1.75	
34	Grub, c. s., oval eye, No. 2.....do..	14	3.00	a 4.25
35			3.20	
36	Knives:			
37	Corn.....do..	6	2.75	
38			2.00	
39	Hay.....do..	1 <sup>h</sup>		
40	Lawn mowers, hand, 14-inch.....No..	27 <sup>i</sup>	3.75	
41				
42				
43				

\* 1,108 called for, no bid.

a Only.

b Per case of 2 dozen, 1 pound boxes.

c 11 called for. No sample; not awarded.

d 11 called for; no bid.

e 4 called for, no bid.

f Hand shaved.

g Straight.

h Bent.

i Each.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## AGRICULTURAL IMPLEMENTS, ETC.

Harry Chan- non.	Harry B. Ly- ford.	Geo. Cadogan Morgan, jr.	William Butter- worth.	Standard Oil Co.	Frederick K. Maus.	Robert M. Fair.	
Points of delivery.							
Chicago.		Chicago, St. Louis, Kansas City, St. Paul, Omaha.	Any point.	Chicago.			Number.
.45	.37½						1
b 1.45	.71			.40			2
	.35			.40			3
							4
	.45						5
	4.50	26.90					6
							7
		3.45					8
		17.90	21.00				9
.45	.58						10
1.10	.41						11
.85							12
							13
							14
	2.95						15
							16
	6.17						17
2.25	1.32				2.20		18
1.75					1.56		19
1.05					1.20		20
	.85						21
							22
1.75	1.44				1.35		23
1.00					1.40		24
		1.32					25
		1.32			1.70		26
2.00	1.28						27
1.50							28
1.80							29
1.30							30
2.00	1.48						31
1.65							32
		7.90	9.00				33
	2.49						34
							35
f .28	2.93						36
							37
	1.26						38
	1.60						39
	4.50						40
	1.75						41
4.95						1.89	42
2.75							43

*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.	Manhattan Supply Co.	Minneapolis Threshing Machine Co.
			Points of delivery.	
			Chicago.	Chic. St. L., St. P., Minneap., S. City, Omaha, or Kas. City.
1	Machines:			
2	Mowing, singletrees, doubletrees, and neck yoke complete, with 2 dozen extra sections.....No.	80	a 26.25	
3			b 27.75	
4	Harvester and self-binder, 6-foot cut, complete.....do.	9	c 31.00	
5	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.....No.	(*)	d 95.00	e 1,242.00
6				e 1,200.00
7				414.00
8				400.00
9	Thrashing, 12-horsepower, outfit consisting of 32-inch cylinder separator or less, geared for horsepower, complete with trucks, folding straw carrier at least 16 feet long, all small belts, wheat and oat riddles, feed tables, tongue, doubletrees, and neck yoke, 3 dozen extra cylinder teeth, monkey wrench, screw-driver, belt punch, belt awl, oil can, tooth set and socket wrench, maul, and extra small pinion for gearing. One 12-horse mounted power, complete, with sweeps, tumbling rods, staking chains, etc., necessary to connect to and run above separator. Two extra sweeps.....No.	(†)		420.00
10				429.00
11	Mattocks, ax, c. s.....doz.	14		
12	Picks, earth, steel-pointed, assorted, 5 to 6 pounds.....No.	293		
13	Plows:			
14	8-inch, c. s., 1-horse, with extra share.....do.	4		
15	10-inch, c. s., 2-horse, with extra share.....do.	26		
16	12-inch, c. s., 2-horse, with extra share.....do.	25		
17	14-inch, c. s., 2-horse, with extra share.....do.	41		
18	"Breaker," 12-inch, with rolling coulter, gauge wheel, and extra share.....No.	25		
19	"Breaker," 14-inch, with rolling coulter, gauge wheel, and extra share.....No.	24		
20	Shovel, double.....do.	11		
21	Plow beams:			
22	For 8-inch plow, 5 feet long.....do.	1		
23	For 10-inch plow, 5½ feet long.....do.	20		
24	For 12-inch plow, 6 feet long.....do.	111		
25	For 14-inch plow, 6½ feet long.....do.	119		
26	For 12-inch "breaker" plow, 6½ feet long.....do.	28		
27	For 14-inch "breaker" plow, 7 feet long.....do.	99		
28	Pumps, iron:			
29	Lift, hand, fitted for 1½-inch pipe, with cylinder attached.....(p)			
30	Lift and force, hand, fitted for 1½-inch pipe, with cylinder attached.....(q)			
31	Rakes:			
32	Hay, sulky, not less than 20 teeth.....No.	14		
33	Hay, wood, 12 teeth, 2 bows.....doz.	8½		
34	Malleable-iron, handled, 12 teeth.....doz.	69		
35	Scoops, grain, medium quality, No. 4, in bundles, extra tied.No.	83		
36				

a 4 1/2 foot cut.	If less than carload, price to be \$2.25 additional for each mower.	d If less than 9 ordered at one time, \$5 each additional.
b 5 foot cut.		
c 6 foot cut.		
e For 3.		f Outfit with 28-inch cylinder and 41-inch separator.
g Outfit with 32-inch cylinder and 49-inch separator.		h 30 by 46 inch separator and 10-horse sweep
i 27 by 40 inch Dixie separator and 10 horsepower.		j power. * 3 called for, none awarded.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS, ETC.—Continued.

[illegible]

† 1 called for, none awarded. m 59 called for, bids 14. Only. p 3 required.  
k "Only." n 59 called for, bids 19. Only. q 27 required.  
‡ Each. o No sample, no award. r Per dozen.



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.	
			Western Wheeled Scraper Co.	John Deere Plow Co.
			Chicago.	Omaha.
1	Scrapers, road, 2-horse ..... No..	134	5.75	4.00
2			5.50	
3			3.45	
4			3.25	
5				
6				
7	Scythes:			
8	Brush, packed in cases ..... doz..	4		
9	Grass, assorted, 36 to 40 inch, packed in cases ..... do..	33		
10	Weed, packed in cases ..... do..	53		
11	Scythe snaths ..... do..	104		
12	Scythestones ..... do..	24		
13	Seeders, broadcast, for 2-horse wagon ..... No..	(*)		
14	Shovels:			
15	Coal, D handle ..... do..	172		
16	Steel, long-handled, No. 2, round point, not less than 55 pounds per dozen, in bundles, extra tied ..... No..	723		
17				
18	Steel, D handle, No. 2, square point, not less than 55 pounds per dozen, in bundles, extra tied ..... No..	276		
19				
20	Sickles, No. 3, grain ..... do..	81		
21	Spades:			
22	Steel, long-handled, No. 2, not less than 55 pounds per dozen, in bundles, extra tied ..... No..	143		
23				
24	Steel, D handle, No. 2, not less than 55 pounds per dozen, in bundles, extra tied ..... No..	208		
25				
26	Twine, binder ..... lbs.	10,260		
27	Wheelbarrows, garden:			
28	All iron ..... No..	62		
29	Wood ..... do..	13		
30				
31				
32				
33				
34				
35				
36				
37				
38				

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## AGRICULTURAL IMPLEMENTS, ETC.—Continued.

Harry Channon.	Harry B. Lyford.	Frank H. Filley.	William M. Glass.	Bernhard Hinrichs.	Frederick K. Maus.	Geo. B. Carpenter.	Manhattan Supply Co.	Number.
Points of delivery.								
Chicago.		St. Louis.	Omaha.	Chicago.				
5.25	3.09 3.29 2.89 3.09 3.34 3.54							1 2 3 4 5 6
	3.75 4.00 3.75 3.75 4.00 5.24 .25	4.15 4.00	a 4.25					7 8 9 10 11 12 13 14 15
				b 8.00				16 17
.35 .36	.34 .32	c 4.50 c 4.75	a .40		c 4.50			18 19
.35 .37 .31 .33	.29½ .33½	c 5.50 c 4.50 c 8.00	a .35 a .42½		c 5.00			20 21
.35 .37 .31 .33	.29½ .33½	c 5.50 c 4.50 c 8.00	a .35 a .42½		c 4.80			22 23 24 25 26
	.12½	c 1.60						27
.35 .37 .31 .33	.29½ .33½	c 5.50 c 4.50 c 8.00	a .35 a .42½		c 5.00			28 29 30
.35 .37 .31 .33	.29½ .33½	c 5.50 c 4.50 c 8.00	a .35 a .42½		c 4.80			31 32 33 34
			a .10½ a .10½			.10	.106 .105	35 36
	3.20 2.10							37 38

a "Only."

b No sample; no award.

c Per dozen.

\*9 required.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

## WAGONS AND WAGON FIXTURES.

Number.	CLASS No. 13. WAGONS AND WAGON FIXTURES.	Quantity awarded.	Points of delivery.				Number.
			Chicago.				
			Frederick K. Maus.	Charles Wilhelm.	Harry B. Lyford.	Bernhard Hinrichs.	
	Axletrees, hickory, wagon, narrow track:						
1	2½ by 3½.....No..	6	.40				1
2	2½ by 3½.....do..	66	.54				2
3	3 by 4.....do..	145	.62				3
4	3½ by 4½.....do..	42	.69				4
5	3½ by 4½.....do..	36	.79				5
6	4 by 5.....do..	20	.93				6
7	4½ by 5½.....do..	10	1.12				7
	Axletrees, hickory, wagon, wide track:						
8	2½ by 3½.....No..	50	.40				8
9	2½ by 3½.....do..	10	.40				9
10	2½ by 3½.....do..	98	.54				10
11	3 by 4.....do..	260	.62				11
12	3½ by 4½.....do..	62	.69				12
13	3½ by 4½.....do..	27	.79				13
14	4 by 5.....do..	44	.93				14
	Bolsters, oak, wagon, front, narrow track:						
15	2½ by 3½.....No..	43	.25				15
16	2½ by 4½.....do..	174	.38				16
17	3 by 4½.....do..	95	.44				17
18	3½ by 5.....do..	44	.46				18
	Bolsters, oak, wagon, front, wide track:						
19	2½ by 3½.....No..	18	.25				19
20	2½ by 4½.....do..	27	.40				20
21	3 by 4½.....do..	79	.46				21
22	3½ by 5.....do..	96	.50				22
	Bolsters, oak, wagon, rear, narrow track:						
23	2½ by 3½.....No..	6	.23				23
24	2½ by 3½.....do..	40	.32				24
25	3 by 4.....do..	98	.38				25
26	3½ by 4½.....do..	55	.44				26
	Bolsters, oak, wagon, rear, wide track:						
27	2½ by 3½.....No..	16	.32				27
28	3 by 4.....do..	34	.38				28
29	3½ by 4½.....do..	78	.44				29
30	Bows, farm wagon, round top, ½ by 1½ inches, per set of 5.....sets..	44	.45				30
	Clevises:						
31	2 by 4½ inches, wrought iron, with self-fastening pin.....No..	900	a .03½	.04	.04½		31
32					.03½		32
33	2 by 5½ inches, wrought iron, with key pin.....do..	1,180	a .03½	.05½	.048		33
34					.05½		34
35					.04		35
36	Clips, center, ½-inch ring.....doz..	46	.86	b .05	.038	.89	36
37					.069		37

a Per pound.  
b Each.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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 FIX- TURES—continued.	Quantity awarded.	Albert H.	H a r r y	Harry B.	Geo. B. Car-	Charles	Bernhard	Frederick	Number.
			Rawitzer.	Channon.	L y f o r d.	p e n t e r.	W i l h e l m.	H i n r i c h s.	K. M a u s.	
			Points of delivery.							
			Oma- ha.	Chicago.						
1	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.....No..	100	5.39	5.25	3.60	5.68 4.83				1
2	Eveners, hickory, wagon:									2
3	Narrow track, 1½ by 4 inches by 4 feet, full ironed, ends riveted, top and bottom plate at center, ¼-inch hole; stay chains and eyebolts. No..	575					c. 46	.55		3
4	Wide track, same as above, number.....	380					.46	.55		4
5	Plain, narrow track, 1½ by 4 inches by 4 feet.....No..	230						.25	.23	5
6	Plain, wide track, 1½ by 4 inches by 4 feet.....No..	314						.25	.23	6
	Fellies, hickory, wagon, bent XXX quality:									
7	1½ by 1½ inches.....sets..	45							.84	7
8	1½ by 1½ inches.....do..	18							.95	8
9	1½ by 1½ inches.....do..	9							1.05	9
10	1½ by 1½ inches.....do..	2							1.23	10
11	1½ by 1½ inches.....do..	8							1.43	11
12	2 by 2 inches.....do..	21							1.85	12
	Fellies, white oak, wagon, bent:									
13	1½ by 2 inches.....sets..	16							1.48	13
14	2 by 2½ inches.....do..	5							1.98	14
15	2½ by 2½ inches.....do..	15							2.65	15
	Fellies, white oak, wagon, sawed true to circle and size, faced, cased:									
16	1½ by 2½ inches.....sets..	266							1.22	16
17	1½ by 2½ inches.....do..	120							1.35	17
18	1½ by 2½ inches.....do..	31							1.50	18
19	2½ by 3 inches.....do..	24							2.85	19
20	Hooks and ferrules, singletree, 1½ inches.....No..	1,507				.03½ .044	.03½	.034	.03½	20
21	Hounds, white oak, wagon:									21
22	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..	190							.49	22
23	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..	235							.25	23
24	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.	176							.35	24
	Hubs, white-oak, cupped, crated:									
25	7½ by 9.....sets..	19							.90	25
26	8 by 10.....do..	4							.95	26
27	8½ by 11.....do..	10							1.15	27
28	9 by 12.....do..	7							1.30	28
29	10 by 12.....do..	12							1.85	29

c Without stay chains.

*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.
	Reaches, white-oak, butt cut, tough, sliding:		
1	For 2½-inch wagon, 9 feet 6 inches long by 3½ by 1½.....No..	287	
2	For 3-inch wagon, 9 feet 6 inches long by 3½ by 1½.....do..	535	
3	For 3½-inch wagon, 9 feet 6 inches long by 3½ by 1½.....do..	664	
4	For 3½-inch wagon, 9 feet 6 inches long by 3½ by 1½.....do..	302	
	Skins, wagon:		
5	2½ by 7½ inches, not less than 34 pounds per set, packed in cases or barrels..sets..	2	
6	2½ by 8 inches, not less than 44 pounds per set, packed in cases or barrels..do..	23	
7	3 by 9 inches, not less than 54 pounds per set, packed in cases or barrels..do..	30	
8	3½ by 10 inches, not less than 68 pounds per set, packed in cases or barrels..do..	17	
9	3½ by 11 inches, not less than 82 pounds per set, packed in cases or barrels..do..	3	
10	Sleds, bob.....No..	(*)	
11	Spokes, hickory, buggy, 1½-inch, "A select," bundled.....sets..	26	
	Spokes, wagon, "B select," bundled:		
12	1½-inch.....sets..	18	
13	1½-inch.....do..	27	
14	2-inch.....do..	116	
15	2½-inch.....do..	137	
16	2½-inch.....do..	50	
17	2½-inch.....do..	2	
18	2½-inch.....do..	12	
19	3-inch.....do..	4	
20	Spokes, wagon, "A extra select," bundled, 3½-inch.....do..	14	
21	Springs, for wagon seats, 2-leaf, 26 by 1½ inches, per pair.....No..	433	
22	Springs, wagon, elliptic, per pound.....do..	8	
	Tongues, white-oak, butt cut, tough:		
23	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..	251	
24	For 3-inch wagon, same as for 2½-inch.....do..	257	
25	For 3½-inch wagon, same as for 2½-inch.....do..	307	
26	For 3½-inch wagon, same as for 2½-inch.....do..	176	
	Whiffletrees, hickory, wagon, oval, 2½-inch center, 36 inches long:		
27	Full ironed, with wrought strap irons and hooks at ends and clamp iron with rings at center, cased.....No..	2,720	
28	Plain, cased.....do..	955	
29	Yokes, neck, hickory, wagon, 2½-inch center, 38 inches long:		
	Full iron, cased.....No..	940	
30	Plain, turned to shape and size, cased.....do..	310	
	Additional articles.		
31	Hounds, white oak, wagon, front, bent, narrow track.....sets..	40	

\*Ten called for; no award.

*advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*  
at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

Frederick K. Maus.	Nelson J. Riley.	Harry B. Lyford.	Wm. C. Hegelmeyer.	Frank H. Tutbill.	Charles Wilhelm.	Bernhard Hinrichs.
Points of delivery.						
Chicago.	F. o. b. Chicago.	Chicago.	F. o. b. Chicago.	Chicago.		
.44						1
.44						2
.44						3
.44						4
.85	.86	.90				5
1.00	1.00	1.05				6
1.14	1.14	1.20				7
1.43	1.43	1.50				8
1.58	1.58	1.65				9
			14.00			10
1.70						11
1.25						12
1.30						13
1.60						14
1.65						15
1.65						16
1.85						17
2.25						18
2.35						19
4.80						20
.22		.40		.40		21
				.05		22
.88						23
.88						24
.88						25
.88						26
		a.305			.32	.32
.09						.12
		a.35			.35	.35
.15						.14
		.55				
						3

aTied in bundles; not cased.

## Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## WAGONS AND WAGON FIXTURES—Continued.

CLASS No. 13.		Quantity awarded.
WAGONS AND WAGON FIXTURES—continued.		
Number.		
	Wagons: *	
1	2½ by 8 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axle-trees; bent, or square, or coach, front hounds; tires 1½ by ¾. No.	3
2	3 by 9 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axle-trees; bent, or square, or coach, front hounds; tires 1½ by ¾. No.	1
3	3½ by 10 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axle-trees; square or coach, front hounds; tires 1½ by ¾. No.	8
4	2½ by 8 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axle-trees; bent, or square, or coach, front hounds; tires 1½ by ¾. No.	76
5	3 by 9 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axle-trees; bent, or square, or coach, front hounds; tires 1½ by ¾. No.	164
6	3½ by 10 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axle-trees; square or coach, front hounds; tires 1½ by ¾. No.	21
7	3½ by 11 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axle-trees; square or coach, front hounds; tires 1½ by ¾. No.	10
8	Bows .....do.....	4
9	Covers (according to specification on page 117) .....do.....	(**)
10	Spring seats .....No.....	79
11	Top boxes .....do.....	49
12	Bidders are requested to quote prices for wagons with California brakes; for wagons with clipped gear and California brakes, and also for wagons adapted to the Pacific coast climate, with California brakes, delivered at San Francisco. All wagons to be delivered in San Francisco for the Pacific coast must be provided with California brakes. Tires for western wagons with steel skein and clipped gear must be as follows: 2½ by 8½, 1½ by ¾; 3 by 9, 1½ by ¾; 3½ by 10, 1½ by ¾; 3½ by 11, 1½ by ¾. Bids will also be considered for wagons with steel tubular axles of the following sizes, with and without self-oiling attachment, with body or box brakes; also with California brakes, 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.
<i>Inches.</i>	<i>Feet. Inches.</i>	<i>Inches.</i>	<i>Inches.</i>
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.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## WAGONS AND WAGON FIXTURES—Continued.

Nelson J. Riley (f. o. b.).				Haskell In- stitute.	John Deere Plow Co.	William C. Hegelmeyer (f. o. b. in car lots).†			
Points of delivery.									
Chicago.	Kansas City or Omaha.	San Fran- cisco.	Kansas City.	Omaha.	Chicago.	St. Louis.	St. Paul.	Sioux City, Omaha, Kansas City.	Number.
33.50	36.60	a 46.60	-----	42.50	33.36	34.06	34.26	35.60	1
38.30	41.85	a 53.75	40.00	43.50	38.25	38.95	39.15	40.75	2
40.95	44.70	a 58.60	40.00	44.50	40.15	40.85	41.05	43.12	3
33.50	36.60	a 46.60	-----	42.50	33.36	34.06	34.26	35.60	4
38.30	41.85	a 53.75	-----	43.50	38.25	38.95	39.15	40.75	5
40.95	44.70	a 58.60	-----	44.50	40.15	40.85	41.05	43.12	6
47.65	51.75	a 67.05	-----	45.50	46.30	47.00	47.20	50.80	7
.40	.40	.50	-----	-----	.45	.50	.50	.55	8
1.60	1.70	1.95	1.75	-----	1.65	1.70	1.70	1.75	9
b 2.75	b 3.00	b 3.65	2.25	-----	2.10	2.20	2.20	2.20	10
c 3.10	c 3.45	c 4.20							11
									12

† For wagons equipped with California gear brakes instead of box brakes, add to above prices \$1.10 per wagon.

\*\* See award on page 117.

a Each with hooded steel skein, California brake and clipped gear.

b 8-inch.

c 10-inch.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## GLASS, OILS, AND PAINTS.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS.	Quantity awarded.	Points of delivery.		
			Chicago.	St. Louis.	Omaha.
			Harry B. Lyford.	Meyer Bros. Drug Co.	Charles F. Weller.
1	Borax, powdered .....lbs.	837	.08½	.08	.07½
2	Brushes:				
3	Calimine, all bristles, 7-inch.....No.	100	2.25		2.21
4					
5	Marking, bristle, assorted.....doz.	27	.16		.18
6	Brushes, paint, round, all bristles:				
7	No. ¾, full size.....No.	109	.26		.71
8	No. ¾, full size.....do.	91	.35½		.96
9	No. ¾, full size.....do.	75	.47½		1.38
10	No. ¾, full size.....do.	82	1.12		2.20
11	Brushes, paint, all black, Chinese bristles, flat:				
12	3-inch.....do.	406	.07		.47
13	4-inch.....do.	478	.13½		.76
14	Brushes:				
15	All white bristles, sash tools, No. 6.....do.	264	.06		.14
16	Varnish, all bristles, 3-inch, full width.....do.	204	.15		22½
17					
18	Whitewash, all bristles, 8-inch block, with handle...do.	152	.26½		
19					
20					
21					
22	Coal tar, in 5-gallon tin cans cased.....galls.	270		.30	.15
23	Gasoline (not less than 87 degrees gravity), in 5-gallon tin				
24	cans, cased, or in barrels. Prices requested for both styles				
25	of package.....galls.	25,845			
26	Glass, window (single thickness):				
27	8 by 10.....boxes.	30			
28	9 by 12.....do.	7			
29	9 by 14.....do.	15			
30	9 by 15.....do.	7			
31	9 by 16.....do.	14			
32	9 by 18.....do.	6			
33	10 by 12.....do.	93			
34	10 by 14.....do.	56			
35	10 by 16.....do.	25			
36	10 by 18.....do.	25			
37	10 by 20.....do.	6			
38	10 by 22.....do.	9			
39	10 by 24.....do.	8			
40	10 by 28.....do.	13			

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS.

H. M. Hooker Co.	Frederick K. Maus.	Manhattan Supply Co.	Wooster Brush Works.	Chicago Brush Co.	Midland Glass and Paint Co.	Robert T. Brydon.	Gorham B. Coffin.	Geo. B. Carpenter.	H. F. Watson & Co.	Harry Channon.	Standard Oil Co.	Thos. D. McClure.	William Sprague.	
Points of delivery.														
Chicago.					Omaha.	Chicago.								Number.
.09	.08													1
1.25		.35	1.58	a 12.00	1.90	1.30	1.91							2
1.75		.50	1.80	a 13.50	.95	1.66								3
		1.55		a 19.00										4
.18		.30	.15		.15	.19	.22							5
.42		.30	.39		.37	.42	.38							6
		.37												7
.63		.52	.60		.53	.61	.53							8
.92		.75	.90		.79	.87	.90							9
1.25		1.15	1.34		1.20	1.29	1.35							10
.20		.25½	.18	a 2.35	.19	.17	.22							11
		.18	.22		.15	.22								12
.32		.48		a 3.90	.37	.27	.40							13
		.34				.35								14
.07½		.05½	.06		.09	.11	.09½							15
		.08½			.07									16
.15		.25½	.18	a .99	.18	.16	.28							17
.26				a 2.00	.24	.19								18
				a 2.96	.43									19
		.60	.56	a 5.50	.20		.70							20
			.66	a 5.95	1.00									21
			.73	a 6.60	.65									22
				a 9.40										23
								b .90	.15	c 1.50				24
														25
											d .17	f .1825		26
											e .20	g .2125		26
2.09					2.13								2.08	27
2.09					2.13								2.08	28
2.09					2.13								2.08	29
2.09					2.13								2.08	30
2.18½					2.23								2.18	31
2.09					2.23								2.08	32
2.09					2.23								2.08	33
2.09					2.23								2.08	34
2.18½					2.23								2.18	35
2.18½					2.23								2.18	36
2.18½					2.23								2.18	37
2.18½					2.23								2.18	38
2.18½					2.23								2.18	39
2.34					2.37								2.33	40

a Per dozen.

b Per 5-gallon jacketed can, cork top.

c Per 5-gallon can.

d In wooden barrels.

e In two 5-gallon cans, cased.

f In barrels.

g In 5 or 10 gallon W. J. cans, or in two 5-gallon cans, cased.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS—Continued.

Number.	GLASS No. 14. GLASS, OILS, AND PAINTS—continued.	Quantity awarded.	Points of delivery.		Number.
			Omaha.	Chicago.	
1	Glass, window (single thickness):				
2	12 by 14.....boxes.....	43	2.23	2.18	2.18 $\frac{1}{2}$
3	12 by 16.....do.....	44	2.23	2.18	2.18 $\frac{1}{2}$
4	12 by 18.....do.....	32	2.23	2.18	2.18 $\frac{1}{2}$
5	12 by 20.....do.....	7	2.23	2.18	2.18 $\frac{1}{2}$
6	12 by 22.....do.....	10	2.23	2.18	2.18 $\frac{1}{2}$
7	12 by 24.....do.....	17	2.37	2.33	2.34
8	12 by 26.....do.....	8	2.37	2.33	2.34
9	12 by 28.....do.....	28	2.37	2.33	2.34
10	12 by 30.....do.....	21	2.47	2.47	2.48
11	12 by 32.....do.....	21	2.47	2.47	2.48
12	12 by 34.....do.....	20	2.47	2.47	2.48
13	12 by 36.....do.....	19	2.47	2.47	2.48
14	12 by 38.....do.....	8	2.47	2.47	2.48
15	14 by 14.....do.....	4	2.23	2.18	2.18 $\frac{1}{2}$
16	14 by 16.....do.....	17	2.23	2.18	2.18 $\frac{1}{2}$
17	14 by 18.....do.....	18	2.23	2.18	2.18 $\frac{1}{2}$
18	14 by 20.....do.....	8	2.23	2.18	2.18 $\frac{1}{2}$
19	14 by 22.....do.....	1	2.37	2.33	2.34
20	14 by 26.....do.....	7	2.37	2.33	2.34
21	14 by 28.....do.....	16	2.47	2.47	2.48
22	14 by 30.....do.....	22	2.47	2.47	2.48
23	14 by 32.....do.....	22	2.47	2.47	2.48
24	14 by 34.....do.....	19	2.47	2.47	2.48
25	14 by 36.....do.....	30	2.47	2.47	2.48
26	14 by 38.....do.....	14	2.55	2.55	2.57 $\frac{1}{2}$
27	14 by 42.....do.....	5	2.68	2.70	2.72
28	14 by 48.....do.....	4	2.94	3.00	3.00
29	15 by 18.....do.....	7	2.23	2.18	2.18 $\frac{1}{2}$
30	15 by 20.....do.....	6	2.37	2.33	2.34
31	15 by 24.....do.....	3	2.37	2.33	2.34
32	15 by 28.....do.....	13	2.47	2.47	2.48
33	15 by 32.....do.....	27	2.47	2.47	2.48
34	15 by 34.....do.....	20	2.47	2.47	2.48
35	15 by 36.....do.....	29	2.55	2.55	2.57 $\frac{1}{2}$
36	15 by 40.....do.....	15	2.68	2.70	2.72
37	16 by 18.....do.....	9	2.23	2.18	2.18 $\frac{1}{2}$
38	16 by 20.....do.....	5	2.37	2.33	2.34
39	16 by 22.....do.....	8	2.37	2.33	2.34
40	16 by 24.....do.....	5	2.37	2.33	2.34
	16 by 26.....do.....	2	2.47	2.47	2.48



*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—con- tinued.	Quantity awarded.	Points of delivery.										Number.
			Omaha.	Chicago.				Omaha.	Chicago.	St. Louis.	Omaha.	Chicago.	
	Glass, window (double thick- ness):												
1	16 by 36.....boxes..	6	3.80	3.95	3.96								1
2	16 by 44.....do...	1	3.90	4.05	4.05								2
3	18 by 18.....do...	2	3.48	3.54	3.55								3
4	18 by 20.....do...	1	3.48	3.54	3.55								4
5	18 by 24.....do...	3	3.74	3.86	3.86								5
6	18 by 30.....do...	4	3.74	3.86	3.86								6
7	18 by 36.....do...	9	3.80	3.95	3.96								7
8	18 by 42.....do...	2	3.90	4.05	4.05								8
9	20 by 24.....do...	2	3.74	3.86	3.86								9
10	20 by 26.....do...	3	3.74	3.86	3.86								10
11	20 by 48.....do...	5	4.20	4.36	4.37								11
12	22 by 26.....do...	2	3.74	3.86	3.86								12
13	24 by 28.....do...	8	3.80	3.95	3.96								13
14	24 by 32.....do...	10	3.90	4.05	4.05								14
15	24 by 36.....do...	16	3.90	4.05	4.05								15
16	26 by 34.....do...	4	4.20	4.36	4.37								16
17	26 by 38.....do...	10	4.20	4.36	4.37								17
18	28 by 34.....do...	4	4.20	4.36	4.37								18
19	30 by 40.....do...	13	4.20	4.36	4.37								19
20	Glaziers' diamond glass cut- ters.....No..	50	2.00		2.12	2.29							20
21					2.12	2.15							21
22	Glaziers' points.....papers..	460			.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	a .04						22
23	Glue, cabinetmakers'.....lbs..	297	.14		.14 $\frac{1}{2}$	.12 $\frac{1}{2}$		.145	.17	.06 $\frac{1}{2}$	.12		23
24			.13		.12 $\frac{1}{2}$	.10							24

a Only.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—continued.	Quantity awarded.	Points of delivery.								William M. Glass. Robert M. Fair. Harry B. Lyford. Midland Glass & Paint Co. Meyer Bros. Drug Co. Frederick K. Maus. Frank H. Filley.
			Points of delivery.								
			Omaha.	Chicago.	Omaha.	St. Louis.	Chicago.	St. Louis.			
1	Glue, liquid, prepared, in cans, cased ...qts..	167	a. 55	.49	.39	.57	.53	b4. 75	.45		
2	Hard oil, light, in 1 and 5 gallon cans, cased (specify price on each size can).....galls..	393	.....	.....	c. 66 d. 62	1.10 .75	.....	.....	.....		
3											
4											
5	Japan, house painters, in cans, cased...galls..	209	.....	.....	c. 37 d. 33	1.10 .37	.....	.....	.....		
6	Lampblack:										
7	In 1-pound papers .....lbs..	140	.....	.....	.04 .05½	.08 .07	.07	.....	.....		
8	Pure, in oil, good strength.....lbs..	540	.....	.....	.09½ .08½ .08	.12 .10	.12	.....	.....		
9											
10	Lead:										
11	Red, standard quality, dry, not over 100 pounds in a keg or box .....lbs..	1,470	a. 06½ a. 06½ a. 06½ a. 06½	.....	.06½	.06½	.....	.....	.....		
12											
13	White, in oil, pure and best, not over 100 pounds in a keg.....lbs..	62,575	a. 06½ a. 06½ a. 06½ a. 06½	.....	.05½ .06½	.06 .06½	.....	.....	.....		
14											
15											
16											
17	Oakum .....lbs..	775	.....	.....	.....	.....	.....	.....	.....		
18	Oil:										
19	Cylinder, in cans, cased.....galls..	1,914	.....	.....	a. 18½	.....	.....	.....	.....		
20	Engine, in cans, cased .....galls..	1,794	.....	.....	a. 17½	.....	.....	.....	.....		
21											
22	Kerosene, water white, flashing point above 115° F., by the standard instru- ments of the State boards of health of Michigan and New York, in 5-gallon tin- cans, cased. Sample of 1 gallon required ..... galls..	39,295	.....	.....	.....	.....	.....	.....	.....		
23											
24											
25											
26											

a "Only."  
b Per dozen.  
c In 1-gallon cases.  
d In 5-gallon cases.  
e Per cwt.  
f In two 5-gallon cans, cased.  
g Flat-top jacketed cans.  
h In 5-gallon W. J. cans.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS—Continued.

Points of delivery.															
Omaha, Sioux City, Kansas City.	Chicago.						Kansas City, St. Louis, Chicago.	Omaha.	New York or Chicago.	Chicago.		New York.	Chicago.		Number.
c1. 05 d1. 00	c. 64 d. 57	c. 70 d. 65	c. 65 d. 60	c. 80 d. 76	. 67	. 65	c. 72 d. 62 a. 67 d. 57								1
. 65	c. 40 d. 37½	. 37½	d. 40	. 37		. 40	. 53 d. 36								2
. 12½			. 09½	. 09½	. 10	. 09	. 08½	. 10	. 06 d. 07						3
							. 06½	. 06							4
			. 06				e5. 87½	e5. 85	e5. 57 e5. 57 e5. 57	e5. 49					5
									. 07		. 10	. 08½			6
							. 29								7
												. 30	f. 18	h. 2110	8
												. 27	f. 16½	h. 1860	9
														h. 1660	10
													f. 13½	f. 1283	11
															12
															13
															14
															15
															16
															17
															18
															19
															20
															21
															22
															23
															24
															25
															26

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.				
			Manhattan Oil Co.	Harry B. Lyford.	Thomas D. McClure.	Charles F. Weller.	H. M. Hooker Co.
			New York.	Chicago.		Omaha.	Chicago.
1	Oil:						
2	Lard, pure, in square cans, cased. Sample						
3	of at least 8 ounces required.....galls..	1,055	.70	a. 47	b. 467	b. 54	.84
4				a. 43	b. 437	d. 53	
5	Linseed, boiled, pure, in square cans, cased	5,690	.55	b. 48½	c. 448		
6	or in flat-top jacketed cans.....galls..			b. 44½	c. 418		
7	Linseed, raw, pure, in square cans, cased	1,165	.53		c. 44	.45	.45
8	or in flat-top jacketed cans.....galls..						
9	Lubricating, mineral, crude, in square cans,	1,860	.25	a. 134	c. 152		
10	cased or in flat-top jacketed cans.....galls..				c. 134		
11	Sewing machine, in full 2-ounce bottles,	1,170		.02½		.02½	.02½
12	bottles.....			.02½			
13	Paints, etc.:						
14	Chrome green, dry.....lbs..	170		.09½			.04
15	Chrome green, in oil, in 1, 2, and 5 pound	830		e. 07½			.07½
16	tins.....lbs..			f. 06½			
17	Chrome yellow, dry.....do.	295		g. 05½			.04½
18	Chrome yellow, in oil, in 1, 2, and 5 pound	755		.08½			
19	tins.....lbs..			e. 09½			.10½
20	English vermilion, in oil.....do.	225		f. 08½			
21	Ivory, drop black, in oil.....do.	665		g. 08			.08½
22	Indian red, in japan, in 1, 2, and 5 pound	295		h. 1.03			.14
23	tins.....lbs..			i. 03			
24	Ocher, French, yellow, dry.....do.	1,270		j. 03			.01½
25	Ocher, French, yellow, in oil, for tinting,	990		k. 03			
26	in 1, 2, and 5 pound tins.....lbs..			l. 03			.05½
27	Prussian blue, in oil, for tinting, in 1, 2,	395		e. 14½			.19½
28	and 5 pound tins.....lbs..			f. 13½			
29	Roof, red oxide, mineral, in 5-gallon cans,	5,060		g. 12½			b. 47
30	cased.....galls..			.34			h. 44

a Flat-top jacketed cans.

b 5-gallon cans cased.

c In 5-gallon W. J. cans.

d In 10-gallon cases.

e 1 pound.

f 2 pounds.

g 5 pounds.

h In 5-gallon flat-top jacketed cans and in 5-gallon kits.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	All points.	Omaha.	Chicago.	St. Louis.	Chicago.	Kansas City, St. Louis, Chicago.	Chicago.	Omaha, Sioux City, Kan- sas City.	Chicago.	Number.
1										1
2										2
3										3
4										4
5										5
6										6
7										7
8										8
9										9
10										10
11										11
12										12
13										13
14										14
15										15
16										16
17										17
18										18
19										19
20										20
21										21
22										22
23										23
24										24
25										25
26										26
27										27
28										28
29										29
30										30
31										31
32										32
33										33
34										34
35										35
36										36
37										37
38										38

2,530 gallons awarded each.

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.				
			The Hallack Paint, Oil, and Glass Co.	The Charles Moser Co.	Amariah G. Cox.	Harry B. Lyford.	Midland Glass and Paint Co.
			Oma- ha, Sioux City, Kansas City.	Kansas City, St. Louis, Chi- cago.	Chicago.		Oma- ha.
1	Paints, etc.:						
2	Sienna, burnt, in oil, for tinting, in						
3	1, 2, and 5 pound tins.....lbs..	207	.09½	.15	.08	a. 07½	.11
4				.13		b. 06½	.08
5						c. 06½	
6	Sienna, raw, in oil, for tinting, in 1,	145	.09½	.15	.08	a. 07½	.11
7	2, and 5 pound tins.....lbs..			.13		b. 06½	.08
8						c. 05½	
9	Venetian red, for tinting, in 1, 2, and	844	.07½	d. 10	.05½	a. 06½	.05½
10	5 pound tins.....lbs..			d. 082		b. 05½	
11				e. 02½		c. 05	
12	Paper:						
13	Building.....do...	19,050				f 1.00	
14							
15							
16	Tarred, packed in crates, strapped,	11,700				f 1.24	
17	pounds.....						
18							
19	Pitch.....lbs..	435					
20	Putty, in 5 and 10 pound tins, cased.....do...	5,205				.02½	.02½
21	Resin, common.....do...	332				.01½	
22	Stain, oak, oil.....galls..	89	.80	1.30		g. 58	.78
23						h. 54	
24						g. 49	
25						h. 45	
26	Turpentine, in 1 and 5 gallon cans, cased,	2,100					.65
27	gallons.....						
28	Umber, burnt, in oil, ground, in 1 and 2	485	.08	.14	.07½	a. 08	.10
29	pound tins, cased.....lbs..			.12		b. 07	.08
30	Varnish, coach, good quality, for interior	229	.85	1.40	.75	g. 69	.68
31	use.....galls..			1.30		h. 64	.64
32							
33	Varnish, wagon, heavy, durable body:						
34	In 1-gallon cans, cased.....galls..	137	1.75	2.35	.95	.98	.96
35				2.00			
36	In 5-gallon cans, cased.....do...	15	1.70	2.30	.90	.94	.92
37				1.95			
38	Whiting, extra, gilder's bolted.....lbs..	2,170				f. 95	.008
39							.006

a 1 pound.  
b 2 pounds.  
c 5 pounds.  
d In oil.  
e Dry, in 1-pound tins.  
f Per 100 pounds.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS—Continued.

Meyer Bros. Drug Co.	Thomas Neal.	Detroit White Lead Works.	Robert T. Brydon.	Gorham B. Coffin.	H. M. Hooker Co.	H. F. Watson & Co.	Harry Channon.	Thomas D. McClure.	Charles F. Weller.	Standard Oil Co.	Benj. C. Chambers.	John W. Welter.	Charles F. Weller.
Points of delivery.													
St. Louis.	Chicago.						Omaha.	Chicago.				Omaha.	Number.
.11	.08½	.096	.08	.08	.08½								
.11	.08½	.096	.08	.08	.08½								
.08	.05½	.08	.06	.06	.05½								
						f 1.05 f 1.50 f 2.50 f 4.00 f 2.75 f 1.95							
						f 2.10 f 2.20 f 3.25 f. 90	.10						
	.77	g. 60	.76	.65	.02 .72	f 1.25	.10	.01½	.01				
										f. 65 f. 69			
.10	.07½	.096	.07½	.07½	.08								
	.63	g. 90	g. 68 h. 63	.62	g. 77 g. 72 h. 72 h. 67						g. 67 h. 60	g. 70 h. 65	
	.90	1.00	.97	1.00	.93							.95	
	.85	.95	.92	.96	.88							.90	
			f. 80	f. 90	.01							.90	
												f. 95	

g 1 gallon.  
h 5 gallons.  
i In 2 5-gallon cans, cased.  
j In 1-gallon cans, cased.  
† Cased.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisements of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—continued.	Quantity awarded.	Points of delivery.				Number.
			Omaha.	Chicago.			
				Midland Glass and Paint Co.	William Sprague.	H. M. Hooker Co.	
			Additional articles.				
1	Glass, window (single thickness):	1					
2	11 by 16.....box.....	4	2.23	2.18	2.18 $\frac{1}{2}$	1	
	11 by 17.....boxes.....		2.23	2.18	2.18 $\frac{1}{2}$	2	
	Glass, window (double thickness):						
3	15 by 44.....box.....	1	3.90	4.05	4.05	3	
4	19 by 20.....do.....	1	3.48	3.86	3.86	4	
5	20 by 36.....do.....	1	3.90	4.05	4.05	5	
6	20 by 20.....do.....	1	3.48	3.86	3.86	6	
7	23 by 26.....do.....	1	3.74	3.86	3.86	7	
8	26 by 28.....do.....	1	3.90	4.05	4.05	8	
9	26 by 28.....do.....	1	4.20	4.36	4.37	9	
10	29 by 34.....do.....	1	4.20	4.36	4.37	10	
11	29 by 33.....do.....	1	3.74	3.86	3.86	11	
12	18 by 32.....do.....	1	3.74	3.86	3.86	12	
13	20 by 32.....do.....	1	3.80	3.95	3.96	13	
14	16 by 30.....do.....	1	3.74	3.86	3.86	14	
15	16 by 32.....do.....	1	3.74	3.86	3.86	15	
16	16 by 46.....do.....	1	4.20	4.36	4.37	16	
	40 by 48.....boxes.....	4	4.98	5.20	5.22		

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisements of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

## TIN AND STAMPED WARE.

Number.	CLASS No. 15. TIN AND STAMPED WARE.	Quantity awarded.	Manhattan Supply Co.	Siegel-Cooper Co.	Harry B. Lyford.	Harry Channon.	Iron Clad Manufacturing Co.	Chas. Linderman.	Frank H. Filley.	Chas. H. Pickens.	Carlisle School.	John S. Brady.	Number.	
			Points of delivery.											
			Chicago.	Chicago or New York.	Chicago.		New York.	Chicago.	St. Louis.	Omaha.	Not stated.	Omaha.		
1	Boilers, wash, IX tin, flat copper bottom, size 21 by 11 by 13 inches, iron drop handles, riveted, No. 8.....No..	765	.92	.79	.60½			.94					1	
2					.73			.89					2	
3	Buckets, water, galvanized iron, corrugated bottoms, 4-gallon, full size....No..	2,012	.23	.198	.35	α 3.00.	31½	.30					3	
4				.25		α 3.50							4	
5				.333									5	
6	Candlesticks, planished tin, 6-inch, dozen.....No..	12½		.417	.27								6	
7	Cans: Kerosene, 1-gallon, common top, dozen.....No..	30		1.165	1.17	.80			1.12½	1.12	1.24		7	
8													8	
9	Milk, all steel, 32-quart.....No..	35			1.65								9	
10	Coffee boilers: 2-quart, full size, plain tin, riveted spout and handle.....No..	86	.11		.15					.16	.15		10	
11			.12½		.18								11	
12	4-quart, full size, plain tin, riveted spout and handle.....No..	268	.12½		.21½					.22	.21½		12	
13	6-quart, full size, plain tin, riveted spout and handle.....No..	258	.18		.29					b.28	b.28		13	
14	Coffee mills: Iron hopper box, No.....No..	66			.25								14	
15					.32								15	
16	Side, No. 1....No..	(*)											16	
17	With wheel, capacity of hopper 6 pounds....No..	(†)											17	
18	Cups: Pint, full size, stamped tin, retinned, riveted handle.....doz..	80	.67	.029	.34					.40	c.40	.42	18	
19					c.40								19	
20					.41								20	
21	Quart, full size, stamped tin, retinned, riveted handle.....doz..	20	2.35	.042	.87					.88	.87		21	
22					.95								22	

α Per dozen.

\*9 required, no bid.

†6 required, no bid.

b 66 awarded Chas. H. Pickens; 192 awarded Carlisle School.

c 49 dozen awarded Harry Lyford; 31 dozen awarded Carlisle School.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisements of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

TIN AND STAMPED WARE—Continued.

Number.	CLASS No. 15. TIN AND STAMPED WARE—continued.	Quantity awarded.	Manhattan Supply Co.	Siegel-Cooper Co.	Harry B. Lyford.	Harry Channon.	Iron Clad Manufac- turing Co.	Chas. Linderman.	Frank H. Filley.	Chas. H. Pickens.	Carlisle School.	John S. Brady.	Number.	
			Points of delivery.											
			Chicago.	Chicago or New York.	Chicago.		New York.	Chicago.	St. Louis.	Omaha.	Not stated.	Omaha.		
23	Dippers, water, 1-quart, full size, long iron handles, riveted, dozen .....	75	1.74	.....	.60	.....	.....	.....	.....	.....	.....	.....	23	
24					.48	.....	.....	.....	.....	.....	.....	.....	24	
25					.53	.....	.....	.....	.....	.....	.....	.....	25	
26					.55	.....	.....	.....	.....	.....	.....	.....	26	
27					.95	.....	.....	.....	.....	.....	.....	.....	27	
28	Funnels: 1-quart, full size, plain tin...doz..	14	.57	.....	.35	.....	.....	.....	.....	.36	.....	.....	28	
29					.47	.....	.....	.....	.....	.....	.....	.....	29	
30	2-quart, full size, plain tin...doz..	7	.84	.....	.62	.....	.....	.....	.....	.48	.....	.....	30	
31	Kettles, wrought-steel hollow ware: 8-quart.....No..	17	.....	.....	.59	.....	.....	.....	.....	.....	.....	.....	31	
32	12-quart.....do..	18	.....	.....	.69	.....	.....	.....	.....	.....	.....	.....	32	
33	14-quart.....do..	39	.....	.....	.79	.....	.....	.....	.....	.....	.....	.....	33	
34	Pails, water, heavy tin: 10-quart, retinned, No.....	760	.57	.42	d.23	.....	.....	.....	.....	.29½	d.23	.....	34	
35				.264	.13½	.....	.....	.....	.....	.....	.....	.....	35	
36	14-quart, retinned, No.....	625	.65	.58½	e.30	.....	.....	.....	.....	.33½	e.30	.....	36	
37				.306	.16½	.....	.....	.....	.....	.....	.....	.....	37	
38	Pans, bake, sheet-iron: 12 by 19.....No..	152	.....	.111	.22	.....	.....	.....	.....	.....	.....	.....	38	
39	15 by 20.....do..	256	.....	.75	.32	.....	.....	.....	.....	.....	.....	.....	39	
40	Pans, dish, full size IX stamped tin, re- tinned: 14-quart.....No..	460	.22	.194	.18½	.....	.....	.....	.....	.18½	.....	.....	40	
41					.23½	.....	.....	.....	.....	.....	.....	.....	41	
42	17-quart.....do...	832	.27	.229	.23½	.....	.....	.....	.....	.22	.....	.....	42	
43					.27½	.....	.....	.....	.....	.....	.....	.....	43	

d 530 dozen to Lyford; 230 dozen to Carlisle School.

e 445 dozen to Lyford; 180 dozen to Carlisle School.



*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisements of March 21, 1904, 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.
			Manhattan Supply Co.	Siegel Cooper Co.	John S. Brady.	Frank H. Filley.	Harry B. Lyford.	Chas. H. Pickens.	Carlisle School.	
			Points of delivery.							
			Chicago.	Chicago or New York.	Omaha.	St. Louis.	Chicago.	Omaha.	Not stated.	
1	Pans, dust, japanned, heavy.....doz..	157	.84	1.50	.....	.52	.45	.48	.....	1
2			1.85	3.25			1.50			2
3			2.45	1.50						3
4	Pans, fry, No. 4, wrought steel, polished, 8 inches across bottom.....No..	105	.....	.083	.....	.....	.134	.....	.....	4
5				.103			.111			5
6	Pans, tin, stamped tin, retinned:									
7	1-quart.....doz..	19	.70	.35	.48	.....	.19	.60	.....	6
8				.20			.33			7
9							.24			8
10	2-quart.....do..	26	.80	.458	.....	.....	.38	.76	.53	9
11				.292			.28			10
12							.44			11
13	4-quart.....do..	36	.94	.688	.85	.....	.34	.96	.73	12
14				.438			.53			13
15							.42			14
16							.66			15
17							.60			16
18	6-quart.....do..	44	1.32	.875	1.10	.....	a.73	1.20	b.95	17
19				.584			.55			18
20							.83			19
21							.64			20
22	8-quart.....do..	45	1.60	1.00	1.30	.....	b.95	1.44	.....	21
23				.666			.64			22
24							.95			23
25							.80			24
26	Plates, stamped tin:						1.20			25
27	Baking, deep, jelly, 9-inch.....doz..	38	.27	.283	.31	.....	.27	.27	.....	26
28			.80							27
29	9-inch, pie.....do..	65	.27	.225	.31	c3.70	.21	.22	.....	28
30			.80			d3.00				29
31	Scoops, grocer's, hand:									
32	No. 20.....No..	43	.12	.104	.....	.....	.10	.....	.....	30
33	No. 40.....do..	82	.18	.16	.....	.....	.154	.....	.....	31
34	Shears, tinner's:									
35	Bench, No. 4, Wilcox's.....do..	3	.....	.....	.....	.....	3.50	.....	.....	32
36	Hand, No. 7.....do..	19	.....	.....	.....	1.35	1.43	.....	.....	33
37							1.13	.....	.....	34
38	Hand, No. 9.....do..	15	.....	.....	.....	.85	.85	.....	.....	35
39							.68	.....	.....	36

a24 dozen to Harry B. Lyford, 12 dozen to Carlisle School.

b24 dozen to Harry B. Lyford, 20 dozen to Carlisle School.

cGross, 9-inch, deep.

dGross, 9-inch, shallow.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.	Manhattan Supply Co.	Siegel Cooper Co.	Frank H. Filley.	Wm. M. Glass.	Harry B. Lyford.	John B. Rahm.	Iron Clad Manufac- turing Co.	Chas. H. Pickens.	Number.	
			Points of delivery.									
			Chicago.	Chicago or New York.	St. Louis.	Omaha.	Chicago.	Omaha.	Chicago.	New York.		Omaha.
1	Solder, medium quality .lbs..	883					.151	.1675			1	
2	Soldering irons:						.141				2	
3	1½ pounds each, per pound.....pairs..	15				a .75	.18	.375			3	
4	2 pounds each, per pound, pairs .....	13				a .95	.18	.375			4	
5	Spoons:											
6	Basting, tinned iron,	28	.28	.433	.012		.55				5	
7	heavy.....doz..		.68	.541	b 2.73		.66				6	
8				.646							7	
9				.75							8	
10	Table, tinned iron, heavy, dozen .....	313	.18	.0104	c .85		.16				9	
11							.17				10	
12	Tea, tinned iron, heavy, dozen .....	828	.10	.0064	c .42½		.08½				11	
13							.04½				12	
14	Strainers:										13	
15	Milk, IX tin, 12-inch No..	232	.13				.11			d 1.20	14	
16							.10				15	
17	Vegetable, steel, large size.....No..	33		.21			.58				16	
18				.091							17	
19	Teapots, planished tin, 4-pint, round, copper bottom..No..	110					.20			.18½	18	
20	Tin, sheet, IX, charcoal, bright:											
21	10 by 14 inches.....box..	7					5.82				19	
22	14 by 14 inches.....do..	(*) 12				a 6.75	5.82				20	
23	14 by 20 inches.....do..										21	
24	Tin, sheet, IX, charcoal, bright:											
25	10 by 14 inches.....box..	5					6.94				22	
26	20 by 28 inches.....do..	19			a 15.00		13.88				23	
27	14 by 14 inches.....do..	(*) 22			a 7.50		6.94				24	
28	14 by 20 inches.....do..										25	
29	Tin, sheet, boiler, IX, char- coal, bright, 14 by 64 in., box.....	2					e 25.00				26	
30	Wash basins, stamped tin, flat bottom, retinned, 11 inches, dozen .....	93	.80	.688			.36			.88	27	
			1.10				.66				28	
			.60				.87				29	
			.90								30	

\*2 required; no bid.

a "Only."

b Per gross.

c Wooden, per gross.

d Per dozen.

e Per box of 100 sheets.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.
			Manhattan Supply Co.	Stegel Cooper Co.	Frank H. Filley.	Wm. M. Glass.	Harry B. Lyford.	John B. Rahm.	Iron Clad Manufac- turing Co.	Chas. H. Pickens.		
			Chicago.	Chicago or New York.	St. Louis.	Omaha.	Chicago.	Omaha.	Chicago.	New York.	Omaha.	
1	Washtubs, galvanized-iron: 19½ inches in diameter by 10½ inches deep, inside measure, with corruga- ted bottom and heavy drop handles.....No.	136		.356			.35½		.37½	.35½	.44	1
2	21½ inches in diameter by 10½ inches deep, inside measure, with corruga- ted bottom and heavy drop handles.....No.	240		.396			.39½		.38½	.36½	.48	2
3	23½ inches in diameter by 10½ inches deep, inside measure, with corruga- ted bottom and heavy drop handles.....No.	324		.456			.46		.41½	.39½	.54	3
4	Zinc, sheet, 36 by 84 inches, No. 9.....lbs.	10,226					g. 06½ h. 06½ i. 06½ j. 06½	f 5.97				4 5 6 7

f Per 100 pounds.  
g 100-pound cask  
h 200-pound cask  
i 300-pound cask  
j 600-pound cask

"Only."

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

STOVES, HOLLOW WARE, PIPE, ETC.

Number.	CLASS No. 16. STOVES, HOLLOW WARE, PIPE, ETC.	Quantity awarded.	Points of delivery.								Number.
			Chicago or New York.	Omaha.	All points. <sup>†</sup>	Chicago.				All points. <sup>†</sup>	
			Stiegel Cooper Co.	Wm. M. Glass.	Lorenzo A. Bonnet.	Harry B. Lyford.	W. H. Cribben.	John M. Dwyer.	Chas. Linderman.	Chauncey H. Castle.	
1	Caldrons, iron, portable, with furnace: 40 gallons actual capac- ity.....No..	8				17.50	16.50				1
2	90 gallons actual capac- ity.....No..	8				22.00					2
3	Coal hods, galvanized: 16-inch.....No..	384	.198	a. 22		.18½					3
4	20-inch.....do...	176	.3125	a. 35		.29½					4
5			.319								5
6			.83								6
7	Dampers, stovepipe: 6-inch.....do...	641		a. 06½		.03½					7
8	7-inch.....do...	39		a. 06		.05					8
9	Elbows, stovepipe, 4 pieces, No. 26 iron, packed in cases: 6-inch.....No..	1,116				.0385			b. 07		9
10									b. 65½		10
11									b. 65½		11
12	7-inch.....do...	77				.06½			b. 07½		12
13									b. 07½		13
14	Furnaces for 90-gallon por- table caldrons.....No...	1				14.30					14
15	Ovens, Dutch, cast-iron, deep pattern: 10 inches diameter in- side, crated.....No..	18				.48					15
16	15 inches diameter in- side, crated.....No..	1				c. 95					16

a Only.  
b No sample.  
c 14-inch.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

STOVES, HOLLOW WARE, PIPE, ETC.—Continued.

Number.	CLASS No. 16. STOVES, HOLLOW WARE, PIPE, ETC.—continued.	Quantity awarded.	Siegel Cooper Co.	Wm. M. Glass.	Lorenzo A. Bonnet.	Harry B. Lyford.	W. H. Critben.	John M. Dwyer.	Chas. Linderman.	Chauncey H. Castle.	Number.	
			Points of delivery.									
			Chicago or New York.	Omaha.	All points.†	Chicago.				All points.†		
1	Pipe, stove, patent, No. 26 iron, edges curved, crimp- ed, and formed; nested in bundles, crated:										1	
2	6-inch ..... joints..	5,990				.071			.071		2	
3	7-inch ..... do...	290				.0665			.094		3	
4						.0815					4	
5	Polish, stove ..... doz.	142				.086					5	
6	Stoves, box, heating, wood: 24 inches long, to weigh not less than 110 pounds ..... No..	22			a3.10		3.37			3.10	6	
7	27 inches long, to weigh not less than 180 pounds ..... No..	9			a4.05		3.78			3.50	7	
8	32 inches long, to weigh not less than 145 pounds ..... No..	14			a5.10		5.67			4.00	8	
9										4.65	9	
10	37 inches long, to weigh not less than 190 pounds ..... No..	24			a6.25					5.50	10	
11	Stoves, cooking, coal, with iron and tin, or wrought steel and tin furniture, complete:*											
12	7-inch; oven not less than 16 by 16 by 10 inches; to weigh not less than 200 pounds without furniture, number	1			a11.80		10.50	12.97		10.25	11	
	8-inch; oven not less than 18 by 18 by 11 inches; to weigh not less than 240 pounds without furniture, number	19			a13.99		12.25	15.33		12.25	12	

\* Furniture for 8-inch cook stove to consist of the following, viz: 1 iron or steel pot 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; 2 round pans, stamped, 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.

NOTE.—The Department reserves the right to waive specifications as to weight and sizes of all stoves. The weights and sizes above specified are only approximate, and are given to show bidders about what is desired.

† If delivered in Chicago, deduct 5 per cent from prices quoted.

a If crated, 25 cents additional.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

STOVES, HOLLOW WARE, PIPE, ETC.—Continued.

Number.	CLASS No. 16. STOVES, HOLLOW WARE, PIPE, ETC.—continued.	Quantity awarded.	Lorenzo A. Bonnet.	W. H. Cribben.	John M. Dwyer.	Chauncey H. Castle.	Troy Laundry Ma- chinery Co. (Limit- ed).	Leslie Dana.	Number.	
			Points of delivery.							
			All points,†	Chicago.		All points,†	Chicago.	All points.		
1	Stoves, cooking, with iron and tin, or wrought steel and tin furniture, complete:*									
2	Coal, 9-inch; ovens not less than 19 by 19 by 12 inches; to weigh not less than 280 pounds without furniture.....No..	22	α 14.98	12.75	19.75	14.40	.....	.....	1	
3	Wood, 6-inch; length of wood 20 inches; ovens not less than 14 by 16 by 11 inches; to weigh not less than 180 pounds without furniture...No..	46	.....	.....	11.25	9.15	.....	.....	2	
4	Wood, 7-inch; length of wood 22 inches; ovens not less than 14 by 18 by 12 inches; to weigh not less than 225 pounds without furniture...No..	38	α 9.68	10.32	15.98	11.00	.....	.....	3	
5			α 12.95	11.85	12.03				4	
6	Wood, 8-inch; 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..	23	α 13.99	13.85	19.15	12.50	.....	.....	6	
7				14.21					7	
8				12.05					8	
9	Wood, 9-inch; 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..	24	α 15.25	14.55	23.01	14.75	.....	.....	9	
10				14.91					10	

\* Furniture for 8-inch cook stove to consist of the following, viz: 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; 2 round pans, stamped, 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.

NOTE.—The Department reserves the right to waive specifications as to weight and size of all stoves. The weights and sizes above specified are only approximate, and are given to show bidders about what is desired.

† If delivered in Chicago, deduct 5 per cent from prices quoted.

α If crated, 25 cents additional.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE—Figures in large type denote rates at which contracts have been awarded.]

## STOVES, HOLLOW WARE, PIPE, ETC.—Continued.

Number.	CLASS No. 16. STOVES, HOLLOW WARE, PIPE, ETC.—continued.	Quantity awarded.	Lorenzo A. Bonnet.	W. H. Cribben.	John M. Dwyer.	Chauncey H. Castle.	Troy Laundry Ma- chinery Co. (Lim- ited).	Leslie Dane.	Number.	
			Points of delivery.							
			All points.†	Chicago.		All points.†	Chicago.	All points.		
1	Stoves, heating, coal: 14-inch cylinder, to weigh not less than 135 pounds, number .....	34	a 6.70	5.50	8.55	5.20	.....	.....	1	
2	16-inch cylinder, to weigh not less than 175 pounds, number .....	39	a 7.39	7.00	10.03	6.15	.....	.....	2	
3	Stoves, heating, wood, sheet iron: 32-inch, with outside rods, number .....	20	a 9.99	.....	.....	10.50	.....	.....	3	
4	37-inch, with outside rods, number .....	5	.....	.....	.....	b 12.25 11.25	.....	.....	4 5	
6	Stoves, heating: Coal, large size, 22-inch cylinder, to weigh not less than 375 pounds, number .....	6	a 11.98	20.00	.....	11.00	.....	.....	6	
7	Combined coal and wood, 22 inches diameter, 24- inch heavy steel drum, to weigh not less than 285 pounds. .... No...	28	a 14.99	20.00	.....	16.25	.....	.....	7	
8	Stoves, coal, laundry, for heat- ing irons, as follows:	2	.....	.....	.....	14.30	16.00	.....	8	
9	Stoves for 28 irons. .... No...	6	.....	.....	.....	16.50	19.00	.....	9	
10	Stoves for 33 irons. .... do...	.....	.....	.....	.....	.....	.....	.....	.....	
11	Stoves, heating, hard coal, mounted, base burner: Fire pot about 12 by 14 inches. .... No...	24	a 19.69	17.00	26.56 34.99	.....	.....	c 18.60	10 11	
12	Fire pot about 15 by 17 inches. .... No...	11	a 21.98	.....	29.51 41.60	.....	.....	c 21.00	12 13	

\* 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; 2 round pans, stamped, 11 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 1X 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.

NOTE.—The Department reserves the right to waive specifications as to weight and size of all stoves. The weights and sizes above specified are only approximate, and are given to show bidders about what is desired.

† If delivered in Chicago, deduct 5 per cent from prices quoted.

a If crated, 25 cents additional.

b With No. 16 sheet-steel lining in bottom and one-third the way up the sides.

c Deduct 5 per cent from above prices if all deliveries are made at St. Louis.



*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.	Prang Educational Co.	American Book Co.	J. Lewis Alabaster.	American School Furniture Co.	Wm. J. C. Dulany.	Number.	
			Points of delivery.						
			New York.	Chicago or New York.	Chicago.				
ARITHMETICS.									
1	Milne's Primary Arithmetic.....No.	1,675		.20				1	
2	Milne's Elements of Arithmetic.....do.	1,465		.24				2	
3	Milne's Standard Arithmetic.....do.	603		.52				3	
4	Milne's Mental Arithmetic.....do.	322		.28				4	
CHARTS.									
5	Appleton's Reading.....No.	8		6.25		a 5.50		5	
6	Butler's Reading.....do.	2		4.15		a 4.25		6	
7	Wooster's Reading.....do.	8					6.90	7	
8	Franklin's Complete School Charts.....do.	1		8.00				8	
9	Franklin's Primary Language Studies, Part 1.....No.	1		5.60				9	
10	Multiplication Charts, C. T. Andrews, number.....do.	(*) 1						10	
11	Franklin's Natural History Studies.....No.	20					14.75	11	
12	Franklin's Natural History Studies, Manual for Pupils.....No.	4					.60	12	
DRAWING.									
13	Drawing paper, 8 by 11, 100 sheets in pack.....pcks.	4,035			.06		.06½	13	
THE PRANG ELEMENTARY COURSE IN ART INSTRUCTION.									
Drawing books:									
14	Third year.....doz.	86	1.44					14	
15	Fourth year.....do.	70	1.44					15	
16	Fifth year.....do.	33	1.44					16	
17	Sixth year.....do.	9	1.92					17	
18	Seventh year.....do.	6	1.92					18	
19	Eighth year.....do.	7	1.92					19	
Manual for Teachers:									
20	First year.....No.	14	.60					20	
21	Second year.....do.	11	.60					21	
22	Third year.....do.	8	.60					22	
23	Fourth year.....do.	5	.60					23	
24	Fifth year.....do.	1	.60					24	
25	Sixth year.....do.	1	.60					25	
26	Prang's set color box, No. 1.....do.	1,765	.15					26	
GEOGRAPHIES.									
27	Barnes's Elementary.....No.	362		.44				27	
28	Frye's Primary.....do.	163					.50	28	
29	Redway & Hinman's Natural Elementary Geography.....No.	490		.48				29	
30	Redway & Hinman's Natural Advanced Geography.....No.	193		1.00				30	
31	Werner's Introductory Geography.....do.	227		.44				31	
32	Tarbell's Complete Geography.....do.	182		.80				32	

\* 4 wanted, no bid.  
a With stand.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.	American Book Co.	Isaac Croft.	J. Lewis Alabaster.	Wm. J. C. Dulany.	Number.	
			Points of delivery.					
			Chicago or New York.	Chicago.				
HISTORY, UNITED STATES.								
1	Mowry's First Steps in the History of the United States.....No.	136				.52	1	
2	Barnes's Elementary History of the United States, number.....	366	.48				2	
3	Barnes's School History of the United States.....No.	324	.80				3	
4	Eggleston's First Book of American History.....do.	123	.48				4	
5	Burton's Story of Our Country.....do.	96	.48				5	
6	McMaster's Primary History of United States.....do.	393	.48				6	
7	McMaster's School History of United States.....do.	124	.80				7	
8	Montgomery's Beginners' American History.....do.	177				.50	8	
LANGUAGE AND GRAMMAR.								
9	DeGarmo's Language Lessons:.....No.	440	.24				9	
10	Book 1.....do.	263	.32				10	
11	Bartlett's First Steps in English.....do.	406				.33	11	
12	Metcalf's Elementary English.....do.	325	.32				12	
13	Metcalf's English Grammar.....do.	60	.48				13	
14	Reed & Kellogg's Graded Lessons in English.....do.	224				.35	14	
15	Bartlett's Essentials of Language and Grammar, number.....	98				.53	15	
ORTHOGRAPHY.								
16	Baldwin's Speller.....No.	838	.16				16	
17	Patterson's American Word Book.....do.	140	.20				17	
18	Sever's Progressive Speller.....do.	252				.22	18	
	Meleney & Giffin's Selected Words for Spelling, Dictation, etc.:.....No.	277			.11	.14	19	
20	Part I.....do.	200			.13	.17	20	
	Part II.....do.							
READERS.								
	Baldwin's School Reading by Grades:.....No.	2,017	.20				21	
22	First year.....do.	1,547	.28				22	
23	Second year.....do.	1,037	.32				23	
24	Third year.....do.	441	.48				24	
25	Fourth and fifth years, combined.....do.	306	.24				25	
26	Werner's Primer.....do.	785	.24				26	
27	Baldwin's Primer.....do.	600				.26	27	
28	Arnold's Primer.....do.	956		.18		.23	28	
29	Wooster's Primer.....do.	388				.16	29	
30	Wooster's Reading Boxes.....do.	261				.16	30	
	Wooster's Number Boxes.....do.							

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.	American Book Co.	Isaac Croft.	Wm. J. C. Dulany.	Number.
			Points of delivery.			
			Chicago or New York.	Chicago.		
	READERS, SUPPLEMENTAL.					
	GEOGRAPHICAL READERS.					
	<i>The World and Its People.</i>					
	Carpenter's Geographical Reader:					
1	North America.....No..	151	.48			1
2	South America.....do..	89	.48			2
3	Europe.....do..	132	.56			3
4	Asia.....do..	82	.48			4
5	Smith's Our Own Country.....do..	22			.44	5
6	Coe's Our American Neighbors.....do..	24			.53	6
7	Coe's Modern Europe.....do..	16			.53	7
8	Smith's Life in Asia.....do..	12			.53	8
9	Badlam's Views in Africa.....do..	8			.64	9
10	Kellogg's Australia and the Islands of the Sea.....do..	13			.61	10
11	Twombly's Hawaii and Its People.....do..	9			.61	11
12	Klemm's Relief Maps for Pupils' Hands.....do..	63			.10	12
13	Taylor's First Reader.....do..	202	.20			13
14	Taylor's Second Reader.....do..	155	.28			14
	<i>Stepping Stones to Literature.</i>					
15	A First Reader.....No..	380			.26	15
16	A Second Reader.....do..	419			.35	16
17	A Third Reader.....do..	347			.44	17
18	A Fourth Reader.....do..	250			.53	18
19	A Fifth Reader.....do..	109			.53	19
20	A Sixth Reader.....do..	54			.53	20
21	A Seventh reader.....do..	43			.53	21
22	A Reader for Higher Grades.....do..	10			.53	22
23	Graded Classics, First Reader.....do..	53		.25	.26	23
24	Graded Classics, Second Reader.....do..	48		.29	.31	24
25	Graded Classics, Third Reader.....do..	52		.34	.35	25
	<i>Second to third grades.</i>					
26	Johonnot's Cats and Dogs.....No..	107	.14			26
	Bass's Nature's Stories for Young Readers:					
27	Plant Life.....do..	41			.22	27
28	Animal Life.....do..	68			.30	28
29	Beebe & Kingsley's The First Nature Reader.....do..	38	.28			29
30	Ford's Nature's Byways.....do..	30			.35	30
31	Brooks's Stories of the Red Children.....do..	38			.26	31
32	Williams's Choice Literature: Primary; Book I.....do..	78	.18			32
	<i>Third to fourth grades.</i>					
33	Dana's Plants and Their Children.....No..	26	.52			33
34	Lane's Stories for Children.....do..	83	.20			34
35	Eggleston's Stories of Great Americans for Little Americans.....No..	142	.32			35
36	Pratt's Legends of the Red Children.....do..	86	.24			36
37	Eggleston's Stories of American Life and Adventure.....No..	58	.40			37

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.	American Book Co.	Wm. J. C. Dulaney.	Number.
			Points of delivery.		
			Chicago or New York.	Chicago.	
READERS, SUPPLEMENTAL—continued.					
1	Wright's Seaside and Wayside, Nos. 1, 2, 3, and 4.....No..	55		.23	1
2				.29	2
3				.40	3
4				.44	4
5	Williams's Choice Literature: Intermediate; Book I.....do...	68	.22		5
Fourth to fifth grades.					
6	Baldwin's Fairy Stories and Fables.....No..	67	.28		6
7	Pratt's American History Stories, 4 volumes.....sets..	18		a 1.25	7
8	Baldwin's Fifty Famous Stories Retold.....No..	55	.28		8
9	Williams's Choice Literature: Intermediate; Book II.....do...	96	.28		9
Fifth to sixth grades.					
10	Guerber's Story of the English.....No..	31	.52		10
11	Guerber's Story of the Romans.....do..	24	.48		11
12	Baldwin's Primary Lessons in Physiology.....do..	131	.28		12
13	Pratt's The Great West.....do..	37		.27	13
Pathfinder Physiology:					
14	No. 1, Child's Health Primer.....do..	108	.24		14
15	No. 2, Young People's Physiology.....do..	101	.40		15
16	Ed. Pub. Co., Series of Industry, 2 volumes.....sets..	20		b.70	16
17	Carroll's Around the World.....No..	70		.35	17
18	Payne's Geographical Nature Studies.....do..	149	.20		18
19	Guyot's Geographical Reader.....do..	74	.48		19
20	Monteith's Popular Science Reader.....do..	45	.60		20
21	Historical Reader (The Morse Co.).....do..	27		.60	21
22	Williams's Choice Literature: Grammar; Book I.....do..	32	.32		22
MANUALS FOR TEACHERS.					
23	How to Teach Kitchen Gardening (by Emily Huntington) No..	19		2.40	23
24	Hinsdale's The Art of Study.....do..	8	.80		24
25	How to Make Baskets (by Mary White).....do..	18		.90	25
26	King's School Interests and Duties.....do..	14	.80		26
27	White's School Management.....do..	26	.80		27
28	White's The Art of Teaching.....do..	32	.80		28
29	Arnold's How to Teach Reading.....do..	6		.89	29
30	Betz's Popular Gymnastics.....do..	5		.68	30
31	Betz's Free Gymnastics.....do..	2		.70	31
32	Primer of Politeness.....do..	15		.65	32
33	Songs, Games, and Rhymes (Milton Bradley Co.).....do..	14		1.00	33
34	Hallmann's Primary Methods.....do..	11	.48		34
35	Ham's Mind and Hand.....do..	11	1.00		35
36	Hapgood's Progressive Lessons in Needlework.....do..	8		.63	36
37	Kirkwood's Sewing Primer.....do..	24	.24		37
38	Schwartz's Educational Manual Training.....do..	7		.90	38

a Per set.

b Both volumes.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.	American Book Co.	Wm. J. C. Dulany.	Number.
			Points of delivery.		
			Chicago or New York.	Chicago.	
MANUALS FOR TEACHERS—continued.					
1	Hoffman's The Sloyd System of Woodworking.....No..	1	.80	-----	1
2	Sickel's Exercises in Wood Working.....do..	12	.80	-----	2
3	Preston Smith's Easy Experiments in Physics.....do..	16	-----	.53	3
4	Household Economy, Kitchen Garden Association.....do..	23	.34	-----	4
5	Vienna's Ladies' Tailoring System.....do..	46	-----	a 4.50	5
6	How to Make School Gardens (Doubleday, Page & Co., publishers).....No..	84	-----	.95	6
7	Quincy Methods (by Lelia E. Partridge).....do..	56	-----	1.60	7
BOOKS ON AGRICULTURE.					
8	Winslow's Principle of Agriculture.....No..	4	.48	-----	8
9	Lupton's Scientific Agriculture.....do..	8	.28	-----	9
10	First Principles of Agriculture—Voorhees.....do..	5	-----	.64	10
Garden craft series.					
[Edited by L. H. Bailey (Macmillan Co.).]					
11	Bailey's Principles of Agriculture.....No..	5	-----	1.00	11
12	Roberts's Fertility of the Land.....do..	3	-----	1.00	12
13	King's The Soil.....do..	4	-----	.70	13
14	Roberts's the Farmstead.....do..	5	-----	1.00	14
15	King's Irrigation and Drainage.....do..	4	-----	1.40	15
16	Fairchild's Rural Wealth and Welfare.....do..	5	-----	1.00	16
17	Lodeman's Spraying of Plants.....do..	5	-----	.85	17
18	Bailey's The Principles of Fruit Growing.....do..	8	-----	1.00	18
19	Wing's Milk and its Products.....do..	10	-----	.85	19
20	Card's Bush Fruits.....do..	3	-----	1.20	20
21	Voorhees's Fertilizers.....do..	5	-----	.85	21
22	Hunn & Bailey's The Amateur's Practical Garden Book.....do..	10	-----	.85	22
23	Bailey's Garden Making.....do..	14	-----	.85	23
24	Bailey's Plant Breeding.....do..	9	-----	.90	24
25	Bailey's The Nursery Book.....do..	9	-----	.85	25
26	Bailey's The Pruning Book.....do..	7	-----	1.20	26
27	Bailey's The Forcing Book.....do..	10	-----	.85	27
28	Bailey's Horticulturists' Rule Book.....do..	6	-----	.60	28

a With folding square, 60 cents additional.

*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 21, 1904, 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.	American Book Co.	J. Lewis Alabaster.	Wm. J. C. Dulany.	Number.
			Points of delivery.			
			Chicago or New York.	Chicago.		
SINGING.						
1	Tilden's Common School Song Reader ..... No.	53			.30	1
2	Gospel Hymns, Nos. 1 to 6 combined, with music. do.	2,564			.65	2
3	Carmina for Social Worship..... do.	470			.45	3
4	Johnson's Songs of the Nation ..... do.	1,612			.52	4
5	Ripley & Tapper's Natural Short Course in Music, Book 1..... No.	22	.28			5
6	Ripley & Tapper's Natural Short Course in Music, Book 2..... No.	38	.32			6
	Natural Music Chart:					
7	Series A..... do.	5	3.20			7
8	Series B..... do.	6	3.20			8
9	Series C..... do.	3	3.20			9
	Zuchtmann's American Music System:					
10	Book 1..... doz.	5 1/2			3.60	10
11	Book 2..... do.	4			4.32	11
12	Book 4..... do.	3			9.60	12
13	Songs of the School and Flag..... do.	28			7.20	13
14	Teacher's Manual..... No.	7			.80	14
PENMANSHIP.						
15	Barnes' Natural Slant Copy Books, 1 to 8..... doz.	340	.60			15
16	Spencerian Copy Book. Revised Edition, Common School Course Slant, 1 to 7..... doz.	335	.77			16
	Sheldon's Standard Writing:					
17	Tracing, No. 1..... do.	57	.58			17
18	Elementary, Nos. 2 to 4..... do.	81	.58			18
19	Grammar Course, Nos. 5 to 12..... do.	2	.77			19
	Normal Review System:					
20	Intermediate Slant Writing, Nos. 1 to 6..... do.	109			.48	20
21	Movement Book..... do.	7			.58	21
22	Business Forms..... do.	25			1.00	22
23	Regular Course, Nos. 1 to 10..... do.	52			.78	23
	Merrill's Modern Penmanship:					
24	Intermediate Series, Nos. 1 to 4..... do.	105			.68	24
25	Standard Series, Nos. 1 to 7..... do.	25			.76	25
26	Business and Social Forms, Nos. 8 and 9..... do.	25			.76	26
	Graphic System of Practical Penmanship:					
27	Tracing Course, No. 1..... do.	13		.54	.60	27
28	Shorter Course, Nos. 0 to 5..... do.	9		.54	.60	28
29	Grammar Course, Nos. 1 to 9..... do.	6		.74	.94	29
	Smith's Intermedial Penmanship:					
30	Illustrated Writing Primer..... do.	47			.50	30
31	Short Course Books, Nos. 1 to 6..... do.	7			.50	31
32	Regular Course, Nos. 1 to 7..... do.	22			.67	32
REGISTERS, SCHOOL.						
33	White's New Common School..... No.	312	.48			33

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	American Book Co.	J. Lewis Alabaster.
			Points of delivery.	
			Chicago or New York.	Chicago.
SLATES.				
1	7 by 11 inches.....doz..	251		1.20
2				
3				
4	8 by 12 inches.....do..	152		
5				
6				
7				
8				
WALL MAPS.				
9	Arizona.....No..	12		
10	California.....do..	6		
11	Hemispheres (outline).....do..	19		
12	Indian Territory.....do..	8		
13	Kansas.....do..	5		
14	Minnesota.....do..	2		
15	Montana.....do..	1		
16	Nebraska.....do..	1		
17	Nevada.....do..	3		
18	New Mexico.....do..	6		
19	North America (outline).....do..	15		
20	North Dakota.....do..	3		
21	Oklahoma.....do..	13		
22	Oregon.....do..	5		
23	South Dakota.....do..	8		
24	United States, large.....do..	29		
25	United States (outline).....do..	8		
26	Utah.....do..	1		
27	Washington.....do..	5		
28	Wisconsin.....do..	4		
MISCELLANEOUS.				
29	Blackboards, 3 by 4 feet, portable, revolving, complete...No..	19		5.50
30	Blackboard erasers.....do..	2,805		.25
31				
32				
33	Bibles, medium size.....do..	885		
34	Cody's Four American Poets.....do..	34	.40	
35	Call bells.....do..	103		.40
36	Crayons, chalk:			
37	White, dustless.....boxes..	1,467		.23
38				
39	Colored, assorted.....do..	232		.50
40				
41				
42	Dawes's How We are Governed.....No..	26		
43	Baldwin's Four Great Americans.....do..	25	.40	
44	Beebe's Four American Naval Heroes.....do..	27	.40	
45	Burton's Four American Patriots.....do..	32	.40	

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## SCHOOL SUPPLIES—Continued.

Number.	Points of delivery.						
	New York.		Chicago.				
1						.51	.50
2						.78	.92
3						.835	
4						.88	
5						.6295	.60
6						.9175	1.10
7						.985	
8						1.02	
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29	6.50		3.98	6.50			
30			.021	c. 25	.0267	.249	
31			.023	c. 23	.03	.26	
32						.45	
33							.24
34					.43		
35							
36	.23		.18		.0375	.03	.04
37						.0485	.19
38						.0545	
39			.40			.155	.40
40						.41	
41						.515	
42							.85
43							
44							
45							

a\$1 additional for maps in spring-roller cases (except large United States maps).

b\$2 additional for large Imperial United States maps in spring-roller cases.

c Per dozen.



Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

## SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	American Book Co.	Points of delivery.	
				Chicago.	New York.
			Chicago or New York.		
	MISCELLANEOUS—continued.				
1	Perry & Beebe's Four American Pioneers..... No..	27	.40		
2	Beebe's Four American Explorers..... do..	24	.40		
	Four Great American Presidents:				
3	No. 1..... do..	(*) 81			
4	No. 2..... do..				
5	Four American Inventors..... do..	24	.40		
	Globes of the world:				
6	Large..... do..	20			
7					
8	Medium..... do..	24			
9					
10	Great American Educators..... do..	12	.40		
11	Ink wells..... doz..	54			
12	Pencils, slate, sharpened..... hundred..	1,285		b 1.20	b 1.20
13					
14	Plaster of Paris..... lbs..	(†) 734		c .24	c .24
15	Slated blackboard cloth..... sq. yds..			d .34	d .34
16					
17	Slating brushes, first quality..... No..	37			
18	The Life of Theodore Roosevelt, President of the United States..... No..	142			
19	The Middle Five, La Flesche..... do..	26			
20	Indian Boyhood, Eastman..... do..	32			
21	Thermometers..... do..	288		.32	
22					
23	Wall slating, liquid..... galls..	39		1.75	2.50
24					
	Webster's Dictionary:				
25	Primary..... No..	94	.38		
26	Common school..... do..	190	.58		
27	High school..... do..	68	.78		
28	Academic..... do..	118	1.20		
29	International Unabridged..... do..	23	8.50		
30					
	Spencerian Practice Paper for Penmanship, per 100 sheets:				
31	Small..... sheets..	117,700	.09		
32	Large..... do..	103,600	.11		
33	Forman's First Lessons in Civics..... No..	122	.48		
34	Civics for Young Americans..... do..	68		.48	
35	Fairy Tales for Little Readers..... do..	170		.23	
36	Mowery's Elements of Civil Government..... do..	40			
37	Children's Garden Utensils, hoe, rake, and spade, (Sears, Roebuck & Co., Chicago)..... sets..	(‡)			

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## SCHOOL SUPPLIES—Continued.

Number.	Albert J. Nystrom.	American School Furniture Co.	Weber-Costello-Fricke Co.	Jno. B. Sherwood.	Harry B. Lyford.	Wisconsin School Supply Co.	Robert M. Fair.	Wm. J. C. Dulaney.	Point of delivery.
									Chicago.
1									
2									
3									
4								.50	
5									
6	a 3.60					3.25			
7	2.90								
8	a 2.00					1.50			
9	1.55								
10									
11							.085	.15	
12							.095	.09	
13									
14									
15		.229	.27	.29				.29	
16									
17					.30			.25	
18								.60	
19								.91	
20								1.33	
21									
22					.34				
23	1.50	.95	1.25		e .61				
24					f .65				
25									
26									
27									
28									
29				8.50				9.25	
30				9.25					
31								.07	
32								.08	
33									
34								.39	
35								.25	
36								.62	
37									

a If globes with horizon and movable meridians are required, \$1.90 additional, each.

b Per 1,000.

c Black.

d Green.

e In 5-gallon cans.

f In 1-gallon cans.

g 11 to American Book Co.; 12 to Jno. B. Sherwood.

h With index.

\* 86 required.

† 715 required. No bid.

‡ 806 required.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

BOOTS AND SHOES, ETC.

Number.	CLASS No. 7. BOOTS AND SHOES, ETC,	Quantity awarded.	Points of delivery.								Number.
			St. Louis.			Not stated.	St. Louis or Chi- cago.	Chi- cago.	St. Louis.		
1	Boots:										
2	Boys', assorted sizes, Nos. 1 to 6.....pairs..	426	1.46	1.49	1.49	1.37	1.21	1.25	1		
3	Men's, assorted sizes, Nos. 7 to 11.....pairs..	153	1.58	1.61	1.74	1.75	1.55	1.50	3		
4					1.62		1.58	1.50	4		
5								1.72	5		
6	Men's, rubber, Nos. 7 to 11. do...	588	a 2.45	2.43		3.39	2.65	2.49	1.85		
7			a 2.21	2.08		3.11	2.51	2.26	2.29		
8				1.98		2.67	2.64		2.32		
9				1.88			2.27				
10	Overshoes, arctics:										
11	Boys', assorted sizes, Nos. 1 to 6.....pairs..	2,845	a .77	.88		.93	.92	b .70	.73		
12				.84			.87	b .63			
13				.71			.79	c .88			
14	Misses', assorted sizes, Nos. 11 to 2.....pairs..	990	a .54	.62		.65	.64	.61	.51		
15				.59			.61	.55			
16				.50			.55				
17	Women's, assorted sizes, Nos. 3 to 8.....pairs..	1,655	a .67	.77		.81	.80	.76	.57		
18				.69			.76	.68	.63		
19				.62			.68				
20				.65			.60				
21				.55							
22	Men's, assorted sizes, Nos. 7 to 11.....pairs..	1,380	a .92	1.00		1.49	1.11	1.04	.79		
23				.95		1.38	1.05	.94	.87		
24				.90		1.12	.95				
25				.80			.84				
26				.73							
27	Overshoes, rubber:										
28	Boys', assorted sizes, Nos. 1 to 6.....pairs..	485	a .41	.47		.53	.46	b .35	.36		
29				.45		.61	.44	b .32	.39		
30							.39	c .44			
31	Misses', assorted sizes, Nos. 11 to 2.....pairs..	555	a .31	.36		.40	.32	.31	.29		
32				.34		.48	.31	.28	.33		
33				.28			.28				
34	Women's, assorted sizes, Nos. 3 to 8.....pairs..	1,370	a .36	.41		.46	.40	.38	.35		
35				.37		.51	.38	.34	.38		
36				.39			.34				
37				.35			.30				
38				.33							
39	Men's, assorted sizes, Nos. 7 to 11.....pairs..	342	a .48	.52		.61	.56	.54	.49		
40			a .47	.47		.75	.53	.48	.46		
41				.50			.48				
42				.45			.43				
43				.40							

a Prices on rubber boots and shoes are subject to change after May 31, 1904. At prices submitted for rubber boots and shoes, orders with sizes detailed must be received on or before May 28, 1904. Prices for rubber boots and shoes, orders received after May 28, 1904, will be subject to market conditions.

b Sizes 1 to 2.

c Sizes 3 to 6.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

BOOTS AND SHOES, ETC.—Continued.

Number.	CLASS No. 7. BOOTS AND SHOES, ETC.— continued.	Quantity awarded.	Points of delivery.												Number.
			St. Louis.			Not stated.	Chicago.			St. Louis.			St. Louis or Kansas City.		
			Charles L. Swarts.	Harry E. Wagoner.	Stone Wilson.	Hamilton Brown Shoe Co.	Robert M. Fair.	J. Edmund Strong.	Edwin Sherman.	The Brown Shoe Co.	Abraham Friedman.	J. B. Bruns Shoe Manufacturing Co.			
1	Shoes, sole-lined, assort- ed sizes: Youths', Nos. 11 to 2.....pairs..	8,955	1.00	1.26	.99	.75	.92 <sup>a</sup>	.90	1.25	1.03 <sup>1</sup>	.88	-----	1		
2			1.02 <sup>1</sup>	.94		.90	.95 <sup>1</sup>	.95	1.35	.79	.89		2		
3			1.02 <sup>1</sup>			.70	.97 <sup>1</sup>	.95	1.35	1.04			3		
4			1.01 <sup>1</sup>			1.00	1.01 <sup>1</sup>	1.00	1.35	.98			4		
5			1.02 <sup>1</sup>			1.15	1.09	<sup>a</sup> 1.00		1.11			5		
6			.95			1.15		1.02		1.03			6		
7	Boys', Nos. 2 <sup>1</sup> / <sub>2</sub> to 5 <sup>1</sup> / <sub>2</sub> .....pairs..	13,455	1.07 <sup>1</sup>	1.41	1.10	.80	1.02 <sup>1</sup>	1.00	1.35	1.13 <sup>1</sup>	.98	-----	7		
8			1.12 <sup>1</sup>	1.05		.95	1.05 <sup>1</sup>	1.00	1.50	.89	1.09		8		
9			1.10			.80	1.07 <sup>1</sup>	1.00	1.50	1.18 <sup>1</sup>			9		
10			1.10			1.15	1.10 <sup>1</sup>	1.10	1.50	1.08			10		
11			1.12 <sup>1</sup>			1.17 <sup>1</sup>	1.19	<sup>b</sup> 1.10		1.21			11		
12			1.05			1.25	1.10			1.17			12		
13	Men's, Nos. 6 to 13.....pairs..	6,865	1.20	1.56	1.14	1.00	1.12 <sup>1</sup>	1.07	1.75	1.13 <sup>1</sup>	1.00		13		
14			1.20	1.18	1.14	1.00	1.14 <sup>1</sup>	1.15	1.75	1.00	1.12 <sup>1</sup>		14		
15			1.23			1.00	1.19		1.60	1.22	1.20		15		
16			1.20			1.00	1.34		1.50	1.03			16		
17			1.24			.90			1.65	1.36			17		
18			1.20			1.00				1.47 <sup>1</sup>			18		
19						1.00							19		
20						1.25							20		
21						1.50							21		
22						1.50							22		
23						1.15							23		
24													24		
25	Children's, Nos. 6 to 11.....pairs..	2,253	.82 <sup>1</sup>	.92 <sup>1</sup>	.59 <sup>1</sup>	.45	.85	.75	----	.77	.75	<sup>c</sup> .97 <sup>1</sup>	25		
26			.90	.80	.74 <sup>1</sup>	.55	.89	.80		.86	.87	<sup>c</sup> .95	26		
27			.75		.80	.50	.91	.80		.88		<sup>c</sup> .85	27		
28					.80	.67 <sup>1</sup>		.85		.95		<sup>c</sup> .82 <sup>1</sup>	28		
29						.60 <sup>1</sup>		.90					29		
30						1.00		.90					30		
31						.90							31		
32	Misses', Nos. 11 <sup>1</sup> / <sub>2</sub> to 2.....pairs..	10,770	.95	1.05	.76	.77 <sup>1</sup>	.95	.90	----	.90	.86	<sup>c</sup> 1.07 <sup>1</sup>	32		
33			1.02 <sup>1</sup>	.90	.89 <sup>1</sup>	1.00	.99	.90		1.00	.97	<sup>c</sup> 1.05	33		
34			.85		.97 <sup>1</sup>	.80	1.06	.95		.98		<sup>c</sup> .97 <sup>1</sup>	34		
35					1.02 <sup>1</sup>	.65		.93		1.07		<sup>c</sup> .95	35		
36						.85		1.00					36		
37						1.15		1.00					37		
38	Women's, Nos. 2 <sup>1</sup> / <sub>2</sub> to 8.....pairs..	12,243	1.02 <sup>1</sup>	1.15	.99 <sup>1</sup>	.75	.99	1.00	----	1.14 <sup>1</sup>	.98 <sup>1</sup>	<sup>c</sup> 1.15	38		
39			1.10	1.00	1.10 <sup>1</sup>	1.00	1.06	1.07 <sup>1</sup>		1.31	1.14	<sup>c</sup> 1.15	39		
40			1.02 <sup>1</sup>		1.14 <sup>1</sup>	.75	<sup>d</sup> 1.18	1.15		1.15 <sup>1</sup>	1.15	<sup>c</sup> 1.12 <sup>1</sup>	40		
41			1.10			.75	1.22			1.16		<sup>c</sup> 1.10	41		
42			.95			1.15				1.16		<sup>c</sup> 1.07 <sup>1</sup>	42		
43						1.05				1.07		<sup>c</sup> 1.07 <sup>1</sup>	43		

<sup>a</sup> Awarded 2,895 pairs instead of shoes offered for youths' "Sunday wear." (See next page.)

<sup>b</sup> Awarded 4,150 pairs instead of shoes offered for boys' "Sunday wear." (See next page.)

<sup>c</sup> "Only."

<sup>d</sup> Awarded 4,060 pairs instead of shoes offered for women's "Sunday wear." (See next page.)

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## BOOTS AND SHOES, ETC.—Continued.

Number.	CLASS No. 7. BOOTS AND SHOES, ETC.—continued.	Quantity awarded.	Charles L. Swarts.	Harry E. Wagoner.	Stone Wilson.
			Points of delivery.		
			St. Louis.		
1	Shoes, good quality for Sunday wear:				
2	Youths', Nos. 11 to 2.....pairs..	<b>a 2,895</b>	1.22½	1.23	1.21½
3			1.00	1.22	1.21½
4					1.21½
5					1.21½
6					1.21½
7					1.21½
8	Boys', Nos. 2½ to 5.....do...	<b>b 4,150</b>	1.30	1.37	1.31½
9			1.10	1.35	1.31½
10					1.31½
11					1.31½
12					1.31½
13	Men's, Nos. 6 to 13.....do...	<b>2,715</b>	1.45	1.49	1.39½
14			1.45	1.51	1.40
15			1.20		1.40
16			1.31		
17					
18					
19					
20					
21					
22	Children's, Nos. 6 to 11.....do...	<b>660</b>	.92½	.95	.59½
23			.85	.95	.80
24					1.01
25					
26					
27	Misses', Nos. 11½ to 2.....do...	<b>3,300</b>	1.05	1.07½	1.02½
28			.95	1.07½	1.14½
29					
30					
31	Women's, Nos. 2½ to 8.....do...	<b>c 4,060</b>	1.12½	1.23½	1.41
32			1.12½	1.17½	1.47½
33			1.10		1.47½
34					
35					
36					
37	Shoe packs, assorted sizes:				
38	Boys'.....do...	<b>94</b>			
39	Men's.....do...	<b>86</b>			
40	Women's.....do...	<b>76</b>			
41					
42					

a Awarded J. Edmund Strong at \$1. (See previous page.)  
b Awarded J. Edmund Strong at \$1.10. (See previous page.)  
c Awarded Robert M. Fair at \$1.18. (See previous page.)  
d "Only."

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## BOOTS AND SHOES, ETC.—Continued.

Hamilton Brown Shoe Co.	Robert M. Fair.	William S. Porter.	J. Edmund Strong.	Edwin Sherman.	The Brown Shoe Co.	Abraham Friedman.	J. B. Bruns Shoe Manufacturing Co.	
Points of delivery.								
Not stated.	Chicago.	New York.	Chicago.		St. Louis.		St. Louis or Kansas City.	Number.
1.35	1.09	1.17½	1.10	1.25	1.27½	1.02	-----	1
1.35	1.14	1.07½	1.15	1.35	1.01	1.12½	-----	2
1.35	1.18	1.05		1.35	.79	1.20	-----	3
1.15	1.20	1.05		1.35	1.04		-----	4
1.15	1.22	1.02½			.98		-----	5
					1.11		-----	6
1.25	1.19	1.32½	1.25	1.35	1.38½	1.17	-----	7
1.50	1.24	1.20	1.30	1.50	1.11½	1.22½	-----	8
1.50	1.28	1.15		1.50	.89	1.30	-----	9
1.50	1.30	1.15		1.50	1.18½		-----	10
	1.32	1.12½			1.08		-----	11
					1.21		-----	12
1.50	1.41	1.47½	1.25	1.75	1.74	1.47	-----	13
1.55	1.43	1.37½	1.30	1.75	1.36	1.42½	-----	14
1.55	1.46		<b>1.35</b>	1.60	1.38	1.42½	-----	15
1.50				1.50	1.35		-----	16
1.50				1.65	1.00		-----	17
1.55					1.03		-----	18
1.35							-----	19
1.35							-----	20
1.50							-----	21
.60	.95½	.95	.80	-----	.77	.99	a { 1.00	22
.75	1.00		<b>.85</b>	-----	.86	1.05	a { .95	23
.75	1.00		.95	-----	.88		a { .85	24
.90				-----	.95		a { .82½	25
.75				-----				26
1.00	1.07½	1.15	.90	-----	.90	1.09	a { 1.15	27
.95	1.10		<b>1.00</b>	-----	1.00	1.19	a { 1.07½	28
1.15	1.15		1.10	-----	.98		a { 1.00	29
				-----	1.07		a { .97½	30
1.55	1.29	-----	1.25	-----	1.37	1.23	1.35	31
1.50	1.33		1.25	-----	1.14½	1.45	1.35	32
1.25	1.37½		1.20	-----	1.16	1.48	1.17½	33
1.15	1.41			-----	1.07		a { 1.10	34
1.17½	1.47½			-----	1.31		a { 1.07½	35
1.17½				-----	1.15		a { 1.07½	36
-----		<b>1.02½</b>	-----	-----	-----	-----	-----	37
-----		.95	-----	-----	-----	-----	-----	38
-----		<b>1.17½</b>	-----	-----	-----	-----	-----	39
-----		1.10	-----	-----	-----	-----	-----	40
-----		<b>1.02½</b>	-----	-----	-----	-----	-----	41
-----		.95	-----	-----	-----	-----	-----	42

Abstracts of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE.

Number.	CLASS No. 17. HARDWARE.	Quantity awarded.	Points of delivery.				
			Rumsey & Sike- meier Co.	Walter A. Zelnick- er Supply Co.	Harry B. Lyford.	Gains Paddock.	Frederick K. Maus.
			St. Louis.	St. Louis, Chicago, or New York.	Chicago.	St. Louis.	Chicago.
1	Adzes, c. s., house carpenter's, 4½-inch, square head.....No..	12	.....	.95	.91	.....	.....
2	Anvils, wrought-iron, steel face, per pound:				.81		
3	100-pound.....No..	2	.08	.08½	.08	.08½	.08½
4	140-pound.....do...	10	.08	.08½	.08	.08½	.08½
5	200-pound.....do...	3	.08	.08½	.08	.08½	.08½
6	Augers:						
7	1-inch, c. s., cut with nut.....do...	2	.....	.....	.19½	.....	.....
8	1½-inch, c. s., cut with nut.....do...	9	.....	.....	.21	.....	.....
9	1¾-inch, c. s., cut with nut.....do...	9	.....	.....	.29	.....	.....
10	2-inch, c. s., cut with nut.....do...	15	.....	.....	.42	.....	.....
11	c. s., hollow, adjustable, to cut ¾ to 1 inch.....No..	14	.....	.....	.36	.....	.....
12	Axes:						
13	Assorted, 3½ to 4½ pounds, Yankee pat- tern, inserted or overlaid steel...doz..	164	.....	6.00	5.08	.....	.....
14					5.10	.....	.....
15					5.12	.....	.....
16	c. s., broad, 12-inch cut, single bevel, steel head.....No..	19	.....	.....	1.46	.....	.....
17	c. s., hunter's, inserted or overlaid steel, handled.....No..	114	.....	.....	.33½	.....	.....
18	Babbitt metal, medium quality.....lbs..	895	.06½	.07½	.05½	.....	.10
19	Bellows, blacksmith's, 38-inch, standard, number.....	11	5.00	5.40	4.50	4.75	6.00
20	Bells:						
21	Cow, wrought.....No..	11	.....	.....	.15	.....	.....
22	Hand, No. 8, polished.....do...	40	.....	.....	.42	.....	.....
23	Bells, school, with fixtures for hanging:						
24	Bell to weigh 240 to 260 pounds.....No..	2	21.40	.....	19.00	.....	.....
25					9.50	.....	.....
26	Bell to weigh 300 to 350 pounds.....do...	1	27.75	.....	24.70	.....	.....
27					15.20	.....	.....
28	Bell to weigh 400 to 425 pounds.....do...	2	32.10	.....	34.20	.....	.....
29					19.00	.....	.....
30	Belting, leather:						
31	1-inch.....feet..	30	d 1.50	.04½	.04½	.....	.....
32			d 1.07	.....	.08½	.....	.....
33					.046	.....	.....
34	1½-inch.....do...	520	d 43.04	.07½	.07½	.....	.....
35			d 31.66	.....	.05½	.....	.....
36					.078	.....	.....

a Per dozen.  
b "Only."c Per 100 pounds,  
d "All."

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE.

Number.	Points of delivery.										Number.
	Frank H. Filley.	Oliver F. Richards.	John H. Harberg.	William M. Glass.	Manhattan Sup- ply Co.	William D. Allen.	James Maloney.	George C. Ederly.	Wm. H. Salisbury & Co.	John B. Rahm.	
	St. Louis.	Omaha.	Chicago.	Omaha.	All points except New York.	Omaha.					
1	a 11.00	1.10	.....	.....	.....	.....	.....	.....	.....	.....	1
2		.75	.....	.....	.....	.....	.....	.....	.....	.....	2
3	.08½	.09½	.....	.....	.....	.....	.....	.....	.....	.....	3
4	.08½	.09½	.....	.....	.....	.....	.....	.....	.....	.....	4
5	.08½	.09½	.....	.....	.....	.....	.....	.....	.....	.....	5
6	.08½	.09½	.....	.....	.....	.....	.....	.....	.....	.....	6
7	.08½	.09½	.....	.....	.....	.....	.....	.....	.....	.....	7
8	a 2.38	.37	.25	.....	.....	.....	.....	.....	.....	.....	8
9	a 2.85	.21	.30	.....	.....	.....	.....	.....	.....	.....	9
10		.45	.....	.....	.....	.....	.....	.....	.....	.....	10
11	a 3.57	.25	.....	.....	.....	.....	.....	.....	.....	.....	11
12		.67	.38	.....	.....	.....	.....	.....	.....	.....	12
13	a 5.23	.32	.....	.....	.....	.....	.....	.....	.....	.....	13
14		.83	.55	.....	.....	.....	.....	.....	.....	.....	14
15		.50	.....	.....	.....	.....	.....	.....	.....	.....	15
16	a 5.75	2.50	.....	.....	.....	.....	.....	.....	.....	.....	16
17		.45	.....	.....	.....	.....	.....	.....	.....	.....	17
18	6.00	6.25	.....	b 6.25	.....	.....	.....	.....	.....	.....	18
19		5.90	.....	b 6.75	.....	.....	.....	.....	.....	.....	19
20		5.40	.....	b 6.25	.....	.....	.....	.....	.....	.....	20
21	a 16.50	1.75	.....	.....	.....	.....	.....	.....	.....	.....	21
22		1.50	.....	.....	.....	.....	.....	.....	.....	.....	22
23		1.42	.....	.....	.....	.....	.....	.....	.....	.....	23
24	a 4.35	.42	.....	b .45	.....	.....	.....	.....	.....	.....	24
25	a 4.60	.37	.....	.....	.....	.....	.....	.....	.....	.....	25
26	c 6.95	.06	.08	b .05½	.....	.....	.....	.....	.....	.....	26
27		.....	.05½	b .07	.....	.....	.....	.....	.....	.....	27
28	4.75	5.50	.....	.....	.....	.....	.....	.....	.....	.....	28
29	a 1.80	.20	.....	.....	.....	.....	.....	.....	.....	.....	29
30	a 1.85	.18	.....	.....	.....	.....	.....	.....	.....	.....	30
31	a 5.55	.62	.60	.....	.....	.....	.....	.....	.....	.....	31
32	a 7.40	.45	.....	.....	.....	.....	.....	.....	.....	.....	32
33		9.50	.....	.....	19.00	.....	.....	.....	.....	.....	33
34		15.50	.....	.....	24.70	.....	.....	.....	.....	.....	34
35		19.50	.....	b 24.60	35.40	.....	.....	.....	.....	.....	35
36		.....	.....	.....	.....	.....	.....	.....	.....	.....	36
37		.....	.....	.....	.....	.....	.....	.....	.....	.....	37
38		.....	.....	.....	.....	.....	.....	.....	.....	.....	38
39		.....	.....	.....	.....	.04	.034	.08½	.0323	.051	39
40		.....	.....	.....	.....	.....	.....	.06	.0425	.....	40
41		.....	.....	.....	.....	.....	.....	.05	.0485	.....	41
42		.....	.....	.....	.....	.....	.....	.04½	.....	.....	42
43		.....	.....	.....	.....	.069	.058	.14½	.055	.....	43
44		.....	.....	.....	.....	.....	.....	.10	.0725	.....	44
45		.....	.....	.....	.....	.....	.....	.08½	.0825	.....	45
46		.....	.....	.....	.....	.....	.....	.07½	.....	.....	46

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.	
			Rumsey & Sike- meter Co.	Walter A. Zelnicker Supply Co.
			St. Louis.	St. Louis, Chicago, or New York.
1	Belting, leather:			
2	1½-inch .....	150	a 15.00	.09½
3			a 18.03	
4	2-inch .....	730	a 85.30	.11
5			a 26.85	
6	2½-inch .....	195	a 29.45	.14½
7			a 21.70	
8	3-inch .....	785	a 143.20	.17½
9			a 105.50	
10	3½-inch .....	200	a 43.32	.20½
11			a 31.92	
12	4-inch .....	505	a 125.30	.23½
13			a 92.26	
14	4½-inch .....	95	a 26.60	.26½
15			a 19.55	
16	5-inch .....	136	a 42.25	.29½
17			a 31.15	
18	6-inch .....	525	b 205.02	.35½
19			b 151.07	
20	12-inch .....	165	a 124.15	.74½
21			a 91.48	

a All.

b On 545 feet

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Harry B. Lyford.	William D. Allen.	James Maloney.	Wm. H. Salisbury & Co.	John B. Rahm.	George C. Edgerly.	
Points of delivery.						
Chicago.			All points except New York.	Omaha.		Number.
.08½	.083	.07	.0665	.105	.17½	1
.064			.0875		.12	2
.09½			.0997		.10½	3
					.09½	4
.10½	.097	.082	.0779	.123	.20½	5
.076			.1025		.14	6
.11			.1169		.12	7
					.11	8
.13½	.126	.106	.1007	.159	.26½	9
.098			.1325		.18	10
.143			.151		.16	11
					.14½	12
.16	.152	.128	.1216	.192	.32	13
.118			.16		.22	14
.17½			.1824		.19	15
					.17½	16
.19	.18	.152	.1444	.228	.38	17
.14			.19		.26	18
.20½			.2166		.23	19
					.20½	20
.21½	.207	.174	.1634	.261	.43½	21
.16			.2175		.29½	22
.23½			.248		.26	23
					.23½	24
.24½	.233	.196	.1862	.294	.49	25
.18			.245		.33½	26
.26½			.2793		.29½	27
					.26½	28
.27½	.258	.218	.2071	.327	.50	29
.20			.2725		.34	30
.29½			.31		.30	31
					.27	32
.33	.313	.264	.2508	.496	.66	33
.244			.33		.45	34
.35½			.376		.39½	35
					.35½	36
.66	.66	.528	.5016	.792	1.32	37
.48½			.66		.90	38
.71½			.7525		.79	39
					.72	40

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Rumsey & Sike- meter Co.	Walter A. Zelnicker Supply Co.	Harry B. Lyford.	Goodyear Rubber Co.	New York Belting and Packing Co. (Limited).	The Manhattan Supply Co.	William D. Allen.
			Points of delivery.						
			St. Louis.	St. Louis, Chi- ago, or New York.	Chi- cago.	St. Louis.	Chicago.	Chicago.	Chicago.
1	Belting, rubber:								
2	3-ply, 3-inch.....feet..	100	a 5.72	.09	.078	.13	.089	.06	.074
3					.072	.08			.082
4					.054				
5									
6	3-ply, 4-inch.....do...	418	a 31.27	.10½	.102	.17	.116	.077	.099
7					.094	.11			.107
8					.071				
9									
10									
11	3-ply, 6-inch.....do...	685	a 78.36	.15	.156	.31	.178	.117	.148
12					.14½	.16			.164
13					.108				
14									
15									
16	4-ply, 8-inch.....do...	30	a 5.54	.36	.252	.42	.287	.197	.24
17					.234	.25			.265
18					.17½				
19									
20									
21	4-ply, 10-inch.....do...	50	a 11.77	.45½	.32	.53½	.366	.24	.305
22					.30	.31½			.337
23					.223				
24									
25									
26	4-ply, 12-inch.....do...	150	a 42.90	.55½	.39	.65	.445	.287	.37
27					.36	.38			.41
28					.27				
29									
30									
31	Bits, auger, c. s., Jennings pattern, extension lip:								
32	¼-inch.....doz...	20			.72½				
33					.94½				
34	⅝-inch.....do...	19			.87½				
35					.72½				
36					.94½				
37	¾-inch.....do...	23			.99				
38					.78				
39					1.01				
40	⅞-inch.....do...	10			1.11				
41					.78				
42					1.01				
43	1-inch.....do...	17			1.28				
44					.83				
45					1.08				
46	1¼-inch.....do...	10			1.40				
47					.88				
48					1.14				
49	1½-inch.....do...	10			1.52				
50					.93½				
51					1.21				
52	1¾-inch.....do...	5			1.63				
53					1.04				
54					1.35				
					1.78				

a All.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Peerless Rubber Manufacturing Co.	William H. Salis- bury & Co.	John B. Rahm.	Hamilton Rubber Manufacturing Co.	George C. Edgerly.	Gains Paddock.	Handlan-Buck Manufacturing Co.	William M. Glass.	Frederick K. Maus.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.	
Points of delivery.												
New York, St. Louis, Chi- cago, St. Paul, or Omaha.	All points except New York.	Oma- ha.	Chi- cago.	Oma- ha.	St. Louis.		Oma- ha.	Chi- cago.	Oma- ha.	St. Louis.		Number.
.08	.0936	.0702	.09 .074 .064 .054 .05	.11 .09								1
.12	.1224	.0837	.104 .094 .074 .07 .06	.144 .114								2
.184	.1872	.1404	.13 .114 .10	.22 .18								3
.30	.3024	.2268	.29 .24 .184 .20 .16	.36 .29								4
.384	.3852	.336	.37 .32 .264 .24 .204	.46 .37								5
.47	.468	.432	.454 .37 .324 .294 .234	.554 .424								6
					1.20	b. 74	b. 90	1.25	1.00	.90	1.35 1.20	7
					1.36	b. 83	b 1.02	1.25	1.00	1.02	1.55 1.40	8
					1.52	b. 93	b 1.14	1.35	1.05	1.14	1.75 1.55	9
					1.76	b 1.07	b 1.32	1.35	1.05	1.32	2.00 1.80	10
					1.92	b 1.17	b 1.44	1.45	1.15	1.44	2.20 1.95	11
					2.08	b 1.27	b 1.56	1.55	1.22	1.56	2.35 2.10	12
					2.24	b 1.36	b 1.68	1.65	1.30	1.68	2.55 2.25	13
					2.44	b 1.48	b 1.83	1.85	1.42	1.83	2.75 2.45	14

b Only.



Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.		
			Harry B. Lyford.	Gatus Paddock.	Handlan Buck Manufacturing Co.
			Chicago.	St. Louis.	
1	Bits, auger, c. s., Jennings' pattern, extension lip:				
2	1/4-inch .....doz...	11	1.14	2.64	a1.60
3			1.48		
4	1/2-inch .....do...	4 1/2	1.93	2.88	a1.75
5			1.24		
6			1.62		
7	3/4-inch .....do...	6 1/2	2.10	3.12	a1.90
8			1.35		
9			1.75		
10	1-inch .....do...	6 1/2	2.28	3.60	a2.19
11			1.66		
12			2.16		
			2.63		
13	Bits, twist-drill, for metal:				
14	For brace, square shank, assorted, 1/8 to 1/2-inch, by 32ds .....sets...	62	.92 1/2	.74	1.00
15	Straight shank, for lathe and machine chucks, assorted, 1/4 to 1/2 inch, by 32ds .....sets...	20	1.40	1.44	1.44
16	Bits, gimlet, double-cut, or German pattern, assorted, 1/4 to 1/2 inch .....sets...	19	.25		a.37
17	Bolt cutters .....No...	17	.36		
18			2.31	1.75	
19			1.65		
20	Bolts, carriage, per 100:				
21	1/4 by 1 .....do...	4,225	.19 1/2	.22 1/2	a.23
22	1/4 by 1 1/4 .....do...	6,210	.19 1/2	.22 1/2	a.23
23	1/4 by 2 .....do...	6,960	.21	.24 1/2	a.26
24	1/4 by 2 1/4 .....do...	5,610	.22 1/2	.26 1/2	a.27 1/2
25	1/4 by 3 .....do...	4,485	.24	.27 1/2	a.29
26	1/4 by 3 1/4 .....do...	3,225	.25 1/2	.29 1/2	a.31
27	1/4 by 4 .....do...	2,485	.27	.31 1/2	a.33
28	1/4 by 4 1/4 .....do...	3,060	.31	.36	a.38
29	1/4 by 5 .....do...	5,195	.34	.39 1/2	a.41
30	1/4 by 5 1/4 .....do...	5,645	.37	.43 1/2	a.45
31	1/4 by 6 .....do...	5,900	.40	.46 1/2	a.50
32	1/4 by 6 1/4 .....do...	6,575	.46	.54	a.57
33	1/4 by 7 .....do...	3,950	.53	.61 1/2	a.64
34	1/4 by 8 .....do...	4,630	.59	.68 1/2	a.72
35	1/4 by 8 1/4 .....do...	3,145	.73	.91 1/2	a.98
36	1/4 by 9 .....do...	1,620	.82	1.02	a1.05
37	1/4 by 10 .....do...	1,745	.90	1.13	a1.16
38	1/4 by 11 .....do...	1,125	.99 1/2	1.24	a1.27
39	1/4 by 12 .....do...	1,955	1.08	1.35	a1.36
40	1/4 by 1 1/2 .....do...	1,475	1.17	1.46	a1.50
41	1/4 by 1 3/4 .....do...	1,880	1.26	1.57	a1.60
42	1/4 by 2 .....do...	625	1.34	1.68	a1.72
		2,170	1.43	1.79	a1.84
43	Bolts, door, wrought-iron barrel:				
44	5-inch .....doz...	17	.38		
45			.46		
46	8-inch .....do...	9 1/2	1.00		
		2 1/2	1.30		

a Only.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.			
			William M. Glass.	Frederick K. Maus.	John H. Harberg.	Oliver F. Richards.
			Omaha.	Chicago.	Omaha.	St. Louis.
1	Bits, auger, c. s., Jennings' pattern, extension lip:					
2	1/4-inch .....doz...	11	a1.98	2.00	1.58	3.00
3						2.65
4	1/2-inch .....do...	4 1/2	a2.16	2.25	1.70	3.25
5						2.90
6	3/4-inch .....do...	6 1/2	a2.34	2.35	1.85	3.55
7						3.15
8	1-inch .....do...	6 1/2	a2.70	2.90	2.28	4.05
9						2.70
10						3.60
11						
12						
13	Bits, twist-drill, for metal:					
14	For brace, square shank, assorted, 1/8 to 1/2-inch, by 32ds .....sets...	62		1.25	1.12	1.15
15	Straight shank, for lathe and machine chucks, assorted, 1/4 to 1/2 inch, by 32ds .....sets...	20		2.00		3.35
16	Bits, gimlet, double-cut, or German pattern, assorted, 1/4 to 1/2 inch .....sets...	19		.75		.55
17	Bolt cutters .....No...	17		2.00		.35
18						4.20
19						2.60
20	Bolts, carriage, per 100:					b3.90
21	1/4 by 1 .....do...	4,225	a.27	.21	.24	.23
22	1/4 by 1 1/4 .....do...	6,210	a.27	.21	.24	.23
23	1/4 by 2 .....do...	6,960	a.29 1/2	.23	.27	.25
24	1/4 by 2 1/4 .....do...	5,610	a.31 1/2	.24	.29	.27
25	1/4 by 3 .....do...	4,485	a.35 1/2	.26	.31	.29
26	1/4 by 3 1/4 .....do...	3,225	a.35 1/2	.28	.33	.30
27	1/4 by 4 .....do...	2,485	a.37 1/2	.29	.35	.32
28	1/4 by 4 1/4 .....do...	3,060	a.43 1/2	.34	.39	.36
29	1/4 by 5 .....do...	5,195	a.47 1/2	.37	.43	.40
30	1/4 by 5 1/4 .....do...	5,645	a.51 1/2	.41	.47	.45
31	1/4 by 6 .....do...	5,900	a.56 1/2	.44	.51	.48
32	1/4 by 6 1/4 .....do...	6,575	a.64 1/2	.51	.59	.55
33	1/4 by 7 .....do...	3,950	a.73 1/2	.58	.67	.63
34	1/4 by 8 .....do...	4,630	a.82 1/2	.65	.74	.70
35	1/4 by 8 1/4 .....do...	3,145	a1.09 1/2	.90	.98	.92
36	1/4 by 9 .....do...	1,620	a1.23	1.00	1.10	1.02
37	1/4 by 10 .....do...	1,745	a1.36 1/2	1.11	1.23	1.13
38	1/4 by 11 .....do...	1,125	a1.49 1/2	1.27	1.34	1.27
39	1/4 by 12 .....do...	1,955	a1.62 1/2	1.33	1.46	1.35
40	1/4 by 1 1/2 .....do...	1,475	a1.75 1/2	1.44	1.60	1.46
41	1/4 by 1 3/4 .....do...	1,880	a1.89	1.55	1.71	1.58
42	1/4 by 2 .....do...	625	a2.02 1/2	1.66	1.82	1.69
		2,170	a2.15 1/2	1.76	1.94	1.80
43	Bolts, door, wrought-iron barrel:					
44	5-inch .....doz...	17	a.75		.50	.65
45						.50
46	8-inch .....do...	9 1/2	a1.65		1.30	1.35
		2 1/2				1.95

b Per pair.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.
				St. Louis.	Chicago.	St. Louis.		Omaha.	Chicago.	Omaha.	St. Louis.			
	Bolts, square head and nut, per 100:													
1	by 1.....No..	1,025	.38	.33	.363	a. 36	a. 436	.34	.41	.37	1			
2	by 1½.....do..	1,275	.38	.33	.363	a. 36	a. 436	.34	.41	.37	2			
3	by 2.....do..	1,325	.40	.35	.38	a. 38	a. 455	.35	.42	.39	3			
4	by 2½.....do..	1,125	.42	.36	.397	a. 40	a. 477	.37	.44	.40	4			
5	by 3.....do..	1,200	.44	.38½	.413	a. 42	a. 502	.38	.46	.43	5			
6	by 3½.....do..	1,400	.45	.39	.411	a. 43	a. 517	.40	.48	.44	6			
7	by 1.....do..	1,250	.45	.39	.427	a. 43	a. 513	.40	.48	.43	7			
8	by 1½.....do..	1,750	.45	.39	.427	a. 43	a. 513	.40	.48	.44	8			
9	by 2.....do..	2,575	.48	.41	.453	a. 45	a. 543	.42	.50	.46	9			
10	by 2½.....do..	2,525	.51	.43½	.478	a. 48	a. 574	.44	.53	.49	10			
11	by 3.....do..	3,275	.53	.46	.504	a. 50	a. 606	.47	.56	.53	11			
12	by 3½.....do..	1,925	.56	.48	.53	a. 53	a. 636	.49	.59	.54	12			
13	by 4.....do..	3,050	.58	.50½	.555	a. 55	a. 667	.52	.62	.57	13			
14	by 4½.....do..	1,450	.61	.53	.581	a. 58	a. 697	.58	.65	.60	14			
15	by 5.....do..	1,450	.64	.55	.607	a. 60	a. 727	.60	.68	.62	15			
16	by 2.....do..	1,975	.57	.50	.546	a. 50	a. 656	.51	.61	.56	16			
17	by 2½.....do..	1,800	.61	.53	.581	a. 58	a. 697	.54	.65	.60	17			
18	by 3.....do..	2,325	.65	.56	.615	a. 61	a. 738	.57	.68	.62	18			
19	by 3½.....do..	1,350	.68	.59	.694	a. 64	a. 778	.60	.72	.66	19			
20	by 4.....do..	1,800	.72	.62	.683	a. 68	a. 82	.64	.76	.69	20			
21	by 4½.....do..	1,175	.78	.65	.718	a. 75	a. 908	.71	.80	.76	21			
22	by 5.....do..	1,050	.83	.68	.752	a. 79	a. 951	.75	.84	.80	22			
23	by 5½.....do..	675	.87	.71	.786	a. 82	a. 944	.78	.87	.83	23			
24	by 6.....do..	725	.90	.74	.82	a. 86	a. 1.037	.82	.91	.87	24			
25	by 6½.....do..	425	.95	.80	.854	a. 89	a. 1.08	.85	.94	.90	25			
26	by 7.....do..	300	.90	.83	.889	a. 93	a. 1.124	.89	.98	.94	26			
27	by 7½.....do..	225	.99	.86	.923	a. 97	a. 1.167	.92	1.02	.98	27			
28	by 8.....do..	275	1.06	.89	.956	a. 1.00	a. 1.21	.95	1.06	1.02	28			
29	by 3.....do..	1,125	.80	.68	.727	a. 75	a. 918	.72	.81	.77	29			
30	by 3½.....do..	800	.85	.72	.769	a. 80	a. 972	.77	.85	.81	30			
31	by 4.....do..	1,350	.90	.76	.812	a. 85	a. 1.026	.81	.90	.86	31			
32	by 4½.....do..	425	.95	.80	.854	a. 89	a. 1.08	.85	.95	.90	32			

<sup>a</sup> Only.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[Figures in large type denote rates at which contracts have been awarded.]

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—con- tinued.	Quantity awarded.	Rumsey & Sikemeier Co.	Harry B. Lyford.	Gatus Paddock.	Handlan Buck Mfg. Co.	William M. Glass.	Frederick K. Maus.	John H. Harberg.	Oliver F. Richards.	Frank H. Filley.	Number.	
			Points of delivery.										
			St. Louis.	Chicago.	St. Louis.		Omaha.	Chicago.	Omaha.	St. Louis.			
	Bolts, square head and nut, per 100:												
1	1/4 by 5.....No..	650	.99	.84	.897	a. 94	a1.134	.89	1.00	.95	.....	1	
2	1/4 by 6.....do...	575	.99	.92	.983	a1.03	a1.242	.98	1.10	1.05	.....	2	
3	1/4 by 7.....do...	650	1.18	1.00	1.068	a1.11	a1.35	1.07	1.20	1.13	.....	3	
4	1/4 by 8.....do...	675	1.10	.93	1.00	a1.03	a1.183	.99	1.11	1.06	.....	4	
5	1/4 by 3 1/2.....do...	1,100	1.10	.98	1.047	a1.08	a1.323	1.04	1.16	1.10	.....	5	
6	1/4 by 4.....do...	675	1.15	1.03	1.10	a1.15	a1.394	1.10	1.21	1.20	.....	6	
7	1/4 by 4 1/2.....do...	725	1.26	1.08	1.158	a1.20	a1.464	1.15	1.28	1.25	.....	7	
8	1/4 by 5.....do...	450	1.32	1.13	1.213	a1.26	a1.534	1.21	1.35	1.30	.....	8	
9	1/4 by 5 1/2.....do...	700	1.40	1.18	1.269	a1.33	a1.604	1.27	1.41	1.32	.....	9	
10	1/4 by 6.....do...	450	1.50	1.29	1.38	a1.43	a1.745	1.38	1.54	1.45	.....	10	
11	1/4 by 7.....do...	650	1.60	1.39	1.491	a1.55	a1.885	1.49	1.66	1.60	.....	11	
12	1/4 by 8.....do...	325	1.78	1.50	1.602	a1.66	a2.025	1.60	1.78	1.70	.....	12	
13	1/4 by 9.....do...	550	1.90	1.60	1.713	a1.89	a2.166	1.71	1.90	1.80	.....	13	
	Bolts, tire, per 100:												
14	1/4 by 1 1/2.....No..	2,450	.....	.137	.135	a. 15	a. 15	.14	.17	.15	.....	14	
15	1/4 by 1 1/2.....do...	4,250	.....	.148	.135	a. 16	a. 16 1/2	.15	.18	.16	.....	15	
16	1/4 by 2.....do...	4,550	.....	.16	.146	a. 17	a. 17 1/2	.16	.19	.17	.....	16	
17	1/4 by 1 1/2.....do...	1,425	.....	.217	.213	a. 23	a. 23 1/2	.22	.26	.24	.....	17	
18	1/4 by 2.....do...	2,500	.....	.24	.236	a. 26	a. 26 1/2	.24	.29	.26	.....	18	
19	1/4 by 2 1/2.....do...	2,550	.....	.263	.258	a. 28	a. 28 1/2	.27	.32	.29	.....	19	
20	1/4 by 3.....do...	850	.....	.286	.281	a. 31	a. 31 1/2	.29	.34	.31	.....	20	
21	1/4 by 2.....do...	450	.....	.334	.33	a. 36	a. 34 1/2	.34	.40	.37	.....	21	
22	1/4 by 2 1/2.....do...	450	.....	.368	.362	a. 40	a. 40 1/2	.37	.44	.40	.....	22	
23	1/4 by 3.....do...	550	.....	.40	.381	a. 43	a. 43 1/2	.41	.48	.44	.....	23	
24	1/4 by 3 1/2.....do...	700	.....	.432	.425	a. 47	a. 47 1/2	.44	.52	.47	.....	24	
	Bolts, window spring, cast brass bolt, screw socket, dozen.....	69	.....	.26	.....	.....	.....	.....	.....	.30	.30	25	
26				.11	.....	.....	.....	.....	.....	.....	.....	26	
27	Braces, iron ratchet, 10-inch sweep, steel jaws.....No..	76	.....	.71	.....	.....	.....	.90	.48	1.34	b7.00	27	
28				.46	.....	.....	.....	.....	.....	.73	b8.75	28	
29				.52	.....	.....	.....	.....	.....	.50	b6.00	29	
30				1.05	.....	.....	.....	.....	.....	.39	.....	30	

a Only.

b Per dozen.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.
			Points of delivery.								
			Chicago.		Omaha.	Chicago.	Omaha.	St. Louis.			
		Rumsey & Sikemeier Co.	Harry B. Lyford.	Henry H. Lippert.	William M. Glass.	Frederick K. Maus.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.		
1	Brads, steel, wire:										
2	1-inch.....lbs..	(*)	.09	.07	.50		.10	.08	.10	1	
3	1-inch.....do.	145	.04	.05	.20		.07	.05	.07	2	
4	1-inch.....do.	143	.03	.04	.00		.06	.04	.05	3	
5	1-inch.....do.	118	.03	.03	.40		.05	.03	.04	4	
6	1-inch.....do.	79	.02	.03	.10		.05	.03	.04	5	
7	Butts, brass, narrow:										
8	1-inch.....doz. pairs..	23	.18	.17			.16	.20	.25	6	
9	2-inch.....do.	41	.27	.26			.28	.30	.35	7	
10	2-inch.....do.	49	.48	.46			.49	.53	.65	8	
11	Butts, door, loose pin, wrought iron:										
12	2½ by 2½ inches...doz. pairs..	35	.28	.35	.31	.32	.27	.32	.32	9	
13	3 by 2½ inches.....do.	32	.38	.48	.415	.46	.36	.42	.40	10	
14	3 by 3 inches.....do.	27	.41	.52	.45	.50	.39	.45	.45	11	
15	3½ by 3½ inches.....do.	44	.60	.75	.658	.74	.57	.68	.68	12	
16	4 by 4 inches.....do.	21	.75	.95	.814	.91	.71	.84	.84	13	
17	4½ by 4½ inches.....do.	5½	.94	1.20	1.02	1.14	.89	1.05	1.05	14	
18	Calipers:										
19	Outside, 8-inch.....No.	24	.09				.01	.35	.30	15	
20	Inside, 8 inch.....do.	15	.09						.30	16	
21	Cards, cattle.....do.	153	.01			.06		.06	.06	17	
22	Catches, iron, cupboard....do.	850	.05				.03	.50	.04	18	
23			.02					.38	.04	19	
24								.70		20	
25	Chains, log, short links, with swivel, ordinary hook and grab hook, per pound:									21	
26	1-inch.....No.	12	.041		.04		.4.75	.05	.05	22	
27	1-inch.....do.	35	.03		.03		.3.95	.04	.04	23	
28	Chains, trace:										
29	No. 2, 6½ feet, 10 links to the foot, full size.....pairs..	20	.30		.33			.28	.28	24	
30	43 inches long, with hook and swivel.....pairs..	(†)								25	
31	Chains, well, 24 inches long, with hook and ring.....No.	20	.04		.66			.05	.05	26	
32	Chalk, carpenter's, assorted colors.....gross..	17	.26			.54	.25	.40	.40	27	
33						.44	.35	.35	.35	28	
34			.11			.54	.40	.30	.30	29	
35	Chalk lines, medium size...doz..	85	.15			.16		.40	.40	30	
36								.37	.37	31	
37								.34	.34	32	
38								.30	.30	33	
39	Chisels, c. s.:										
40	Cold, octagon, ½ by 6 inches, number.....	12	.07				.65	.12	.12	34	
41	Socket, corner, 1-inch, handled.....No.	3	.53		.80	.72	.70	.86	.86	35	
42								.55	.55	36	
43	Socket, firmer, ½ inch, handled.....No.	43	.17		.20	.19	.82	.22	.22	37	
44			.13					.19	.19	38	
45								.15	.15	39	

\*61 pounds required. No award.  
†4 pairs required. No bid.

a Per 100 pounds.  
b "Only."

c Per dozen.  
d White.

e Red.  
f Blue.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	William M. Glass.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.	Number.	
			Points of delivery.						
			Chicago.	Omaha.		St. Louis.			
1	Chisels, c. s., socket, firmer, handled:							1	
2	$\frac{1}{4}$ -inch.....No.....	41	.17	a. 20	.19	b1.82	.22	2	
3			.13 $\frac{1}{2}$				.19	3	
4	$\frac{1}{4}$ -inch.....do.....	38	.19 $\frac{1}{2}$	a. 22	.20	b2.00	.24	4	
5			.15 $\frac{1}{2}$				.22	5	
6							.18	6	
7	$\frac{1}{4}$ -inch.....do.....	41	.23	a. 28	.25	b2.50	.30	7	
8			.18 $\frac{1}{2}$				.26	8	
9							.21	9	
10	1-inch.....do.....	44	.24 $\frac{1}{2}$	a. 30	.27	b2.74	.32	10	
11			.20 $\frac{1}{2}$				.29	11	
12							.23	12	
13	$\frac{1}{4}$ -inch.....do.....	42	.26 $\frac{1}{2}$	a. 32	.29	b2.96	.34	13	
14			.22				.32	14	
15							.25	15	
16	$\frac{1}{4}$ -inch.....do.....	30	.28	a. 35	.31	b3.19	.39	16	
17			.23 $\frac{1}{2}$				.54	17	
18							.27	18	
19	2-inch.....do.....	42	.31	a. 40	.36	b3.65	.43	19	
20			.27				.38	20	
21							.30	21	
22	Chisels, c. s., socket, framing, handled:							22	
23	$\frac{1}{4}$ -inch.....No.....	23	.20	a. 30	.27	b2.74	.32	23	
24							.29	24	
25	$\frac{1}{4}$ -inch.....do.....	18	.20	a. 30	.27	b2.74	.32	25	
26							.29	26	
27							.23	27	
28	$\frac{1}{4}$ -inch.....do.....	24	.20	a. 30	.27	b2.74	.32	28	
29							.29	29	
30							.23	30	
31	$\frac{1}{4}$ -inch.....do.....	8	.23	a. 35	.32	b3.19	.37	31	
32							.33	32	
33							.27	33	
34	1-inch.....do.....	22	.27	a. 40	.36	b3.65	.42	34	
35							.38	35	
36							.30	36	
37	$\frac{1}{4}$ -inch.....do.....	15	.30	a. 45	.40	b4.10	.48	37	
38							.43	38	
39							.35	39	
40	$\frac{1}{4}$ -inch.....do.....	12	.34	a. 50	.45	b4.56	.53	40	
41							.48	41	
42							.38	42	
43	2-inch.....do.....	13	.41	a. 60	.55	b5.48	.64	43	
44							.57	44	
45							.45	45	

a "Only."

b Per dozen.

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.	
			St. Louis.	St. Louis, Chicago, or New York.
1	Clamps, carpenter's, iron, to open 10 inches.....No..	30		
2	Cleavers, butcher's, 12-inch.....do..	29		
3				
4	Crowbars, solid steel, wedge point, assorted sizes, per pound.....do..	29		.02½
5	Dividers:			
6	6 inches long, c. s., wing.....do..	24		
7	10 inches long, c. s., wing.....do..	32		
8				
9	Drills, blacksmiths:			
10	Horizontal.....do..	4	1.35	
11				
12	Vertical.....do..	8		
13				
14	Drills, breast.....do..	5	2.25	
15				
16	Faucets:			
17	Brass, racking, ¼-inch, loose key.....do..	7		
18	Wood, cork-lined, No. 2.....do..	20		
19	Files, flat, bastard:			
20	10-inch.....doz..	19	d21.55	1.40
21				
22	12-inch.....do..	38	d59.80	1.94
23				
24	Files, flat, wood:			
25	12-inch.....do..	13	d20.43	1.94
26				
27	14-inch.....do..	15	d32.32	2.66
28				
29	Files, half-round, bastard:			
30	10-inch.....do..	19	d28.12	1.82
31				
32	12-inch.....do..	22	d25.86	2.36
33				
34	Files, mill-saw:			
35	8-inch.....do..	50	d34.83	.86
36				
37	10-inch.....do..	56	d45.36	1.12
38				
39	12-inch.....do..	62	d75.33	1.50
40				
41	14-inch.....do..	46	d79.74	2.14
42				
43				
44				
45				
46				
47				

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Harry B. Lyford.	Gatus Paddock.	Handlan Buck Manufacturing Co.	William M. Glass.	Frederick K. Maus.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.	
Points of delivery.								
Chicago.	St. Louis.		Omaha.	Chicago.	Omaha.	St. Louis.		Number.
.30				.45		b4.15	.50	1
1.10						b10.20	1.34	2
.0215	.02½	.042		.03		b14.00		3
.09½						c2.50	.02½	4
.17					.11	b1.25	.19	5
					.20		.11	6
						b2.35	.33	7
							.25	8
	1.35						2.00	9
							1.75	10
4.30	5.25						1.50	11
1.70		1.85					7.25	12
							4.25	13
.29						1.40	2.71	14
.02½							1.35	15
						b3.42	.35	16
						b.31	.05	17
1.04	1.26	1.15	a1.26	1.25	1.40	1.14	1.75	18
1.19			a1.75				1.75	19
	1.75	1.65	a1.75	1.75	1.94	1.57	1.26	20
1.45			a2.42				2.42	21
1.65							2.42	22
							1.75	23
1.45	1.75	1.65	a3.15	1.75	1.94	1.57	2.42	24
1.65			a4.37				2.42	25
	2.40	2.25	a3.98	2.40	2.66	2.15	1.75	26
1.99			a6.73				3.32	27
2.27							3.32	28
							2.40	29
1.36	1.64	1.55	a1.64	1.65	1.82	1.47	2.27	30
1.55			a2.28				2.27	31
	2.13	2.00	a2.12	2.15	2.60	1.91	1.65	32
1.76			a2.96				2.95	33
2.01							2.95	34
							2.13	35
.64	.78	.75	a.78	1.00	.86	.69	1.07	36
.73			a1.07				1.07	37
	1.00	.95	a1.01	1.35	1.12	.90	.78	38
.95			a1.39				1.40	39
							1.40	40
1.12	1.35	1.28	a1.35	1.85	1.50	1.21	1.00	41
1.28			a1.88				1.87	42
							1.87	43
	1.93	1.93	a1.93	2.65	2.14	1.73	1.35	44
1.83			a2.68				2.68	45
							2.68	46
							1.94	47

a "Only."  
b Per dozen.  
c Per 100 pounds.  
d "All."

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rate

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.	
			Rumsey & Sikemeier Co.	Walter A. Zelnicker Supply Co.
			St. Louis.	St. Louis, Chicago, or New York.
1	Files, round, bastard:			
2	6-inch.....doz..	14	b 7.94	.70
3				
4	8-inch.....do..	13	b 9.07	.86
5				
6	10-inch.....do..	7	b 6.36	1.12
7				
8	12-inch.....do..	12	b 14.60	1.50
9				
10	14-inch.....do..	6	b 10.40	2.14
11				
12	Files, slim, taper, saw:			
13	3-inch.....do..	48	b 16.35	.42
14				
15	3½-inch.....do..	28	b 9.54	.42
16				
17	4-inch.....do..	60	b 21.40	.44
18				
19	4½-inch.....do..	51	b 19.00	.46
20				
21	5-inch.....do..	82	b 33.21	.50
22				
23	6-inch.....do..	104	b 52.24	.62
24				
25	Flatirons, 5 to 8 pounds, per pound.....pairs..	261		
26	Gates, molasses.....No..	11		
27				
28	Gauges:			
29	Marking, brass mounted.....do..	26		
30				
31	Mortise, screw slide.....do..	28		
32	Slitting, with handle.....do..	5		
33	Glue pots, No. 1, porcelain-lined.....do..	(*)		
34	Gouges, c. s., socket, firmer, handled:			
35	¾-inch.....do..	3		
36	1-inch.....do..	5		
37	1½-inch.....do..	6		
38	2-inch.....do..	6		
39	2½-inch.....do..	4		
40	3-inch.....do..	9		

\*10 required, no award.

a "Only."

b "All."

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Harry B. Lyford.	Gains Paddock.	Handlan Buck Manufacturing Co.	William M. Glass.	Frederick K. Maus.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.	
Points of delivery.								
Chicago.	St. Louis.		Omaha.	Chicago.	Omaha.	St. Louis.		Number.
.52	.63	.60	a .63	.65	.70	.57	.88	1
.60			a .88				.88	2
							.63	3
.64	.78	.75	a .78	.80	.86	.70	1.07	4
.73			a 1.07				1.07	5
.84	1.00	.95	a 1.01	1.00	1.12	.90	1.40	6
.95			a 1.39				1.40	7
							1.00	8
1.12	1.35	1.28	a 1.35	1.40	1.68	1.21	1.87	9
1.28			a 1.88				1.87	10
							1.35	11
1.60	1.93	1.93	a 1.93	1.95	2.40	1.73	2.68	12
1.83			a 2.68				2.68	13
							1.94	14
								15
.31	.38	.36	a .38	.50	.42	.34	.52	16
.35			a .56				.52	17
							.38	18
.61	.38	.36	a .38	.50	.41	.34	.52	19
.35			a .56				.52	20
							.38	21
.32	.40	.38	a .40	.50	.44	.36	.55	22
.37			a .58				.55	23
							.40	24
.34	.42	.40	a .42	.50	.46	.37	.58	25
.39			a .60				.58	26
							.42	27
.37	.45	.42	a .45	.55	.50	.40	.63	28
.42			a .66				.63	29
							.45	30
.46	.56	.53	a .56	.65	.62	.50	.78	31
.53			a .82				.78	32
							.56	33
.0255			a .034			c 2.75		34
.10					.16		.68	35
							.15	36
.17						d 3.85	.20	37
.06						d 2.25		38
.28						d 1.50	.40	39
.23						d 3.85		40
.38								41
.23			a .25			d 3.40	.30	42
.27			a .29			d 3.99	.35	43
.31			a .33			d 4.56	.40	44
.33			a .35			d 4.85	.43	45
.35			a .37			d 5.13	.45	46
.37			a .40			d 5.40	.48	47

c Per 100 pounds.

d Per dozen.



*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Walter A. Zelnick- er Supply Co.	Harry B. Lyford.	Gains Paddock.	Handlan Buck Manufacturing Co.	William M. Glass.	Frederick K. Maus.	John H. Harberg.	Frank H. Filley.	Oliver F. Rich- ards.	Number.	
			Points of delivery.										
			St. Louis, Chicago or New York.	Chicago.	St. Louis.	Omaha.	Chicago.	Omaha.	St. Louis.				
	Grindstones (per pound) weighing:												
1	50 pounds.....No.	87		.01		a. 01½					.009	1	
2	100 pounds.....do.	27		.01		a. 01½					.009	2	
3	150 pounds.....do.	4		.01		a. 01½					.009	3	
4	Grindstone fixtures, 17 inches, improved patent cap, extra heavy.....No.	124		.55							.43	4	
5	Hair clippers, good qual- ity.....pairs.	221		.35				.45	1.50	1.35		5	
6				.65				.90	.90	1.35		6	
7				.55					.60	.85		7	
8				.70						.55		8	
9										.45		9	
10	Hammers: Claw, solid c. s., adz- eye, forged, No. 1½, number.....	575		.29		a. 22½	b4.25	.33½	b3.00	.44		10	
11				.21½		a. 25			b4.00	.37		11	
12						a. 35				.33		12	
13										.21		13	
14	Farrier's shoeing, c. s., number.....	77		.22½	.39½		.50	.34	b3.50	.50		14	
15				.26					b4.20	.48		15	
16										.35		16	
17										.29		17	
18										.24		18	
19	Farrier's, turning, half- bright, assorted, 2 to 2½ pound.....No.	3			1.20		1.25		b14.50	.95		19	
20	Hammers, machinist's, ball peen: 1½ pound.....No.	15	.36	.27	.33½	.30			b3.75	.54		20	
21										.32		21	
22	2½ pound.....do.	8	.44	.33	.45	.40			b4.50	.29		22	
23	Hammers, riveting, solid, c. s.: 1½ pound.....No.	9		.24½	.32					.33		23	
24										.30		24	
25	1½ pound.....do.	6		.26	.35					.33		25	
26										.30		26	
27	1½ pounds.....do.	2		.28	.38					.37		27	
28	Hammers, sledge, black- smith's, solid, c. s.: 2 pound.....No.	24		.37½	c. 12		.45		c. 09½	.18½		28	
29	3 pound.....do.	12		.42	c. 08½		.45		c. 078	.23		29	
30	6 pound.....do.	12	c. 05½	.29	c. 057	.35	.45		d5.25	.30		30	
31									d5.25			31	
32	8 pound.....do.	11	c. 05½	.39	c. 057	.45	.60		d5.25	.40		32	
33									d5.25			33	
34	10 pound.....do.	11	c. 05½	.48	c. 057	.55	.75		d5.25	.50		34	
35									d5.25			35	
36												36	
37	Hammers, mason's, ax fin- ish, solid, c. s.: 5 pound.....No.	9		.45					d9.75	.50		37	
38									d10.70	1.20		38	
39	12 pounds.....do.	3		1.08					d9.75			39	
40									d10.70			40	

a "Only."

b Per dozen.

c Per pound.

d Per 100 pounds.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.
			St. Louis, Chicago or New York.	Chicago.	St. Louis.		Omaha.	Chicago.	Omaha.	St. Louis.			
1	Hammers, tack, uphol- sterer's pattern, mal- leable iron.....No..	37		.26							a .65	.33	1
2				.12								.21	2
3												.08	3
4												.06	4
5	Hatchets, c. s.: Broad, 6-inch cut, steel head, single bevel, handled, number.....	65		.69		.80	b .75				a 8.90	1.10	5
6				.68								.92	6
7												.84	7
8												.70	8
9	Lathing, 2-inch blade.....No..	66		.31		.65					a 4.35	.63	9
10												.48	10
11	Shingling, No. 2.No..	127		.37		.42	b .37				a 4.59	.52	11
12							b .35					.52	12
13							b .45					.44	13
14												.37	14
15												.25	15
16	Hinge hasps: 6-inch.....doz..	90	.39	.30		b .31	b .36	.332	.35	.33		.40	16
17	10-inch.....do..	41	.73	.57		b .59	b .66	.623	.67	.62	.75	.70	17
18	Hinges, extra heavy, T: 8-inch.....doz. prs..	20	c 3.75	1.03		b 1.08	b 1.14	d .032	1.24	c 3.10	1.25	18	
19	10-inch.....do..	5	c 3.50	1.54		b 1.61	b 1.84	d .03	1.65	c 3.00	1.80	19	
20	12-inch.....do..	6	c 3.50	2.44		b 2.20	b 2.67	d .03	2.54	c 3.00	2.45	20	
21	Hinges, heavy, strap: 8-inch.....doz. prs..	26	c 3.15	.80		b .86	b .87	d .027	1.00	c 2.69	.97	21	
22	10-inch.....do..	8	c 3.00	1.24		b 1.25	b 1.40	d .026	1.47	c 2.59	1.40	22	
23	12-inch.....do..	14	c 3.00	1.93		b 1.79	b 2.05	d .026	2.58	c 2.59	2.00	23	
24	Hinges, light, strap: 6-inch.....doz. prs..	41	.53	.39		b .41	b .49	.427	.48	.45	.45	24	
25	8-inch.....do..	19	.74	.55		b .57	b .68	.598	.64	.63	.62	25	
26	10-inch.....do..	10	1.02	.76		b .79	b .94	.829		.87	.85	26	
27	12-inch.....do..	1	1.48	1.11		b 1.14	b 1.35	1.20		1.26	1.25	27	
28	Hinges, light, T: 6-inch.....do..	32	.48	.32		b .33	b .41	.347	.39	.36	.36	28	
29	8-inch.....do..	7	.61	.41		b .42	b .52	.444	.50	.46	.46	29	
30	10-inch.....do..	6	.89	.60		b .62	b .73	.65		.68	.67	30	
31	Hooks, hat and coat, schoolhouse pat- tern, heavy.....doz..	470		.13			b .17			.18	e 1.98	.24	31
32				.16						.18	e 2.60	.19	32
33	Iron, band, per 100 pounds:												
34	1/2 by 1/2.....lbs..	925			2.05	b 1.90		2.20					33
35	1/2 by 1.....do..	1,100			1.90	b 1.85		2.05					34
36	1/2 by 1 1/2.....do..	1,225			1.85	b 1.80		2.05					35
37	1/2 by 1.....do..	2,350			1.85	b 1.80		2.00					36
38	1/2 by 1 1/2.....do..	1,075			1.85	b 1.80		2.00					37
38	1/2 by 2.....do..	2,275			1.80	b 1.75		1.95					38

a Per dozen.

b "Only."

c Per 100 pounds.

d Per pound.

e Per gross.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Gains Paddock.		
1	Iron, flat-bar, per 100 pounds:						1
2	by 1	1,775	1.85	a 1.80	2.00	1.85	2
3	by 1½	1,675	1.70	a 1.65	1.85	1.85	3
4	by 2	950	1.70	a 1.65	1.85	1.85	4
5	by 2½	1,750	1.70	a 1.65	1.85	1.85	5
6	by 3	450	1.70	a 1.65	1.85	1.85	6
7	by 3½	650	1.70	a 1.65	1.85	1.85	7
8	by 4	800	1.70	a 1.65	1.85	1.85	8
9	by 2	1,225	1.70	a 1.65	1.85	1.85	9
10	by 2½	450	1.70	a 1.65	1.85	1.85	10
11	by 3	100	1.70	a 1.65	1.85	1.85	11
12	by 3½	100	1.70	a 1.65	1.85	1.85	12
13	by 4	1,200	1.80	a 1.75	1.95	1.85	13
14	by 1	1,875	1.70	a 1.65	1.85	1.85	14
15	by 1½	1,625	1.65	a 1.65	1.80	1.85	15
16	by 2	1,500	1.60	a 1.55	1.75	1.75	16
17	by 2½	1,100	1.60	a 1.55	1.75	1.75	17
18	by 3	200	1.60	a 1.55	1.75	1.75	18
19	by 3½	200	1.60	a 1.55	1.75	1.75	19
20	by 4	200	1.80	a 1.75	1.95	1.85	20
21	by 1	200	1.60	a 1.55	1.75	1.75	21
22	by 1½	400	1.60	a 1.55	1.75	1.75	22
23	by 2	450	1.80	a 1.75	1.95	1.85	23
24	by 1	1,425	1.70	a 1.65	1.85	1.85	24
25	by 1½	2,375	1.60	a 1.55	1.75	1.75	25
26	by 2	1,200	1.60	a 1.55	1.75	1.75	26
27	by 2½	1,750	1.60	a 1.55	1.75	1.75	27
28	by 3	1,400	1.60	a 1.55	1.75	1.75	28
29	by 3½	150	1.60	a 1.55	1.75	1.75	29
30	by 4	400	1.60	a 1.55	1.75	1.75	30
31	by 2½	2,250	1.60	a 1.55	1.75	1.75	31
32	Iron, Juniata, sheet, galvanized, 28-inch, No. 25, per 100 pounds	1,350	3.09	a 3.50	.....	.....	32
33	Iron, round, per 100 pounds:						33
34	by 1-inch	2,925	1.95	a 1.90	2.10	1.95	34
35	by 1½-inch	6,250	1.85	a 1.80	2.00	1.95	35
36	by 2-inch	2,800	1.80	a 1.75	1.95	1.95	36
37	by 2½-inch	6,375	1.75	a 1.70	1.90	1.90	37
38	by 3-inch	2,125	1.75	a 1.70	1.90	1.90	38
39	by 3½-inch	5,425	1.70	a 1.65	1.85	1.85	39
40	by 4-inch	4,650	1.65	a 1.60	1.80	1.80	40
41	by 4½-inch	2,200	1.65	a 1.60	1.80	1.80	41
42	by 5-inch	2,800	1.60	a 1.55	1.75	1.75	42
43	Iron, sheet, per 100 pounds:						43
44	by 1-inch thick	2,000	2.15	a 2.50	.....	.....	44
	by 1½-inch thick	250	2.10	a 2.45	.....	.....	45
	No. 26	650	2.34	a 2.75	.....	.....	46

a "Only."

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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-	Gains Paddock.	Handlan-Buck	The Manhattan	Frederick K.	John H. Har-	Frank H. Filley.	Oliver F. Rich-	John B. Rahm.	Number.
			ford.		Mfg. Co.	Supply Co.	Maus.	berg.		ards.		
			Points of delivery.									
			Chi-	St. Louis.	Chicago.	Oma-	St. Louis.	Oma-				
			cago.			ha.		ha.				
1	Iron, square, per 100 pounds:											1
2	1-inch.....lbs..	475	1.85	a 1.80	2.00							2
3	1-inch.....do..	1,050	1.75	a 1.70	1.90							3
4	1-inch.....do..	1,900	1.70	a 1.65	1.85							4
5	1-inch.....do..	1,100	1.65	a 1.60	1.80							5
6	1-inch.....do..	900	1.60	a 1.55	1.75							6
7	Knives and forks, cocoa handle, with bolster, per pair.....pairs..	4,236	.0886		.09		.08		.08			7
8	Knives:						.0768					8
9	Butcher, 8-inch, cocoa handle, without bol-		2.56		2.84	4.00	1.75	1.79				9
10	ster.....doz..	44	1.59				1.75					10
11	Carving, and forks, co-						1.75					11
12	coa handle, per pair,											12
13	pairs.....	109	.42		.47			.85				13
14	Chopping, iron handle,		.46					.55				14
15	number.....	79	.06				b 2.00	.06				15
16	Drawing, 10-inch, c. s.,	16	.39				b 4.65	.63				16
17	carpenter's.....No..		.35					.55				17
18								.40				18
19	Drawing, 12-inch, c. s.,	16	.42				b 5.20	.73				19
20	carpenter's.....No..		.39					.60				20
21								.45				21
22	Horseshoeing.....do..	60	.21			.25	b 2.75	.23				22
23			.20			.21	b 2.75	.25				23
24							b 2.55	.23				24
25	Putty.....do..	106	.09		.10	.10	b .75	.20				25
26						.14	b .85	.17				26
27							b 1.00	.14				27
28								.05				28
29	Skinning, 6-inch, cocoa handle, without bol-	202	.15		.157		b 1.50	.12				29
30	ster.....No..		.12				b 1.50					30
31	Latches, thumb, Roggen pat-	32	.36					.65				31
32	tern, heavy.....doz..		.27				.50	.65				32
33	Lead, in pigs.....lbs..	1,245	.04								c5.10	33
34	Locks:											34
35	Closet, 3½-inch, iron bolt,	16	1.10				1.10	1.50				35
36	dead, 2 keys.....doz..											36
37	Drawer, 2½ by 2 inches,	29	.75				.52	2.25				37
38	iron, 2 keys.....doz..							1.30				38
39								1.06				39
40								.82				40
41	Locks, mineral knob, rim:											41
42	4-inch, iron bolt, 2 keys,	33	1.60				1.75	2.75				42
43	dozen.....							1.90				43
44	4½-inch, iron bolt, 2 keys,	28	2.25				2.00	3.00				44
	dozen.....											
	5-inch, iron bolt, 2 keys,	26	2.90				4.00	4.00				
	dozen.....											
	6-inch, iron bolt, 2 keys,	19	4.25				10.00	7.65				
	dozen.....		4.75									
			4.55									
	Locks, mineral knob, mor-											
	tise, 3½-inch, iron bolt, 2											
	keys.....doz..	25	1.74				2.00	3.25				

a "Only."

b Per dozen.

c Per 100 pounds.

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.				
			Chicago.	Oma- ha.	Chi- cago.	Oma- ha.	
1	Locks: Pad, iron or brass, 3-tumbler, 2 keys each, assorted combinations on each shipping order .....doz..	85	3.17 3.70 1.60				
2							
3							
4	Sash .....do..	41	.25 .36 .30 .24				
5							
6							
7							
8							
9	Mallets, carpenter's, hickory, round, 6 by 4 inches.....No..	68	.09			.12	
10	Nails, wire, per 100 pounds:						
11	3d, lath.....lbs..	4,000	2.48	2.50	c2.87	2.82	
12	3d, steel.....do..	5,600	2.43	2.45	c2.82	2.77	
13	4d, steel.....do..	3,950	2.28	2.30	c2.67	2.62	
14	6d, steel.....do..	7,575	2.18	2.20	c2.57	2.52	
15	8d, steel.....do..	24,700	2.08	2.10	c2.47	2.42	
16	10d, steel.....do..	23,200	2.03	2.05	c2.42	2.37	
17	12d, steel.....do..	3,250	2.03	2.05	c2.42	2.37	
18	20d, steel.....do..	22,445	1.98	2.00	c2.37	2.32	
19	30d, steel.....do..	8,250	1.98	2.00	c2.37	2.32	
20	40d, steel.....do..	6,900	1.98	2.00	c2.37	2.32	
21	60d, steel.....do..	6,300	1.98	2.00	c2.37	2.32	
22	Fence, 8d, steel.....do..	800	2.08	2.10	c2.47	2.42	
23	Fence, 10d, steel.....do..	1,600	2.03	2.05	c2.42	2.37	
24	Fence, 12d, steel.....do..	300	2.03	2.05	c2.42	2.37	
25	Finishing, 8d, steel.....do..	3,150	2.43	2.45	c2.82	2.77	
26	Finishing, 10d, steel.....do..	5,250	2.33	2.35	c2.72	2.67	
27	Finishing, 12d, steel.....do..	4,150	2.23	2.25	c2.62	2.57	
28	Nails, horseshoe, per 100 pounds:						
29	No. 6.....do..	1,615	.078		8.05	.08	
30	No. 7.....do..	1,370	.078		8.05	.08	
31	No. 8.....do..	745	.078		8.05	.08	
32	Nails, ox shoe, No. 5, per 100 pounds.....do..	300	.078				
33	Nuts, iron, square:						
34	For 1/2-inch bolt.....do..	77	.081		.07	.10	
35	For 3/4-inch bolt.....do..	38	.071		.06	.08	
36	For 1-inch bolt.....do..	200	.051		.045	.061	
37	For 1 1/4-inch bolt.....do..	540	.031		.03	.041	
38	For 1 1/2-inch bolt.....do..	700	.0295		.027	.04	
39	For 2-inch bolt.....do..	530	.021		.025	.038	
40	Oilers, zinc, medium size.....No..	625	.031			.05	
41			.04			.06	
42			.051				
43	Oilstones, Washita.....do..	96	.18		.40		
44							
45							
46	Packing, hemp.....lbs..	440	.08				
47			.07				
48							
49							

a Per dozen.

b In keg lots only.

c "Only."

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.				
			Chicago.	Oma- ha.	Chi- cago.	Oma- ha.	
1	Locks: Pad, iron or brass, 3-tumbler, 2 keys each, assorted combinations on each shipping order .....doz..	85	3.17 3.70 1.60				
2							
3							
4	Sash .....do..	41	.25 .36 .30 .24				
5							
6							
7							
8							
9	Mallets, carpenter's, hickory, round, 6 by 4 inches.....No..	68	.09			.12	
10	Nails, wire, per 100 pounds:						
11	3d, lath.....lbs..	4,000	2.48	2.50	c2.87	2.82	
12	3d, steel.....do..	5,600	2.43	2.45	c2.82	2.77	
13	4d, steel.....do..	3,950	2.28	2.30	c2.67	2.62	
14	6d, steel.....do..	7,575	2.18	2.20	c2.57	2.52	
15	8d, steel.....do..	24,700	2.08	2.10	c2.47	2.42	
16	10d, steel.....do..	23,200	2.03	2.05	c2.42	2.37	
17	12d, steel.....do..	3,250	2.03	2.05	c2.42	2.37	
18	20d, steel.....do..	22,445	1.98	2.00	c2.37	2.32	
19	30d, steel.....do..	8,250	1.98	2.00	c2.37	2.32	
20	40d, steel.....do..	6,900	1.98	2.00	c2.37	2.32	
21	60d, steel.....do..	6,300	1.98	2.00	c2.37	2.32	
22	Fence, 8d, steel.....do..	800	2.08	2.10	c2.47	2.42	
23	Fence, 10d, steel.....do..	1,600	2.03	2.05	c2.42	2.37	
24	Fence, 12d, steel.....do..	300	2.03	2.05	c2.42	2.37	
25	Finishing, 8d, steel.....do..	3,150	2.43	2.45	c2.82	2.77	
26	Finishing, 10d, steel.....do..	5,250	2.33	2.35	c2.72	2.67	
27	Finishing, 12d, steel.....do..	4,150	2.23	2.25	c2.62	2.57	
28	Nails, horseshoe, per 100 pounds:						
29	No. 6.....do..	1,615	.078		8.05	.08	
30	No. 7.....do..	1,370	.078		8.05	.08	
31	No. 8.....do..	745	.078		8.05	.08	
32	Nails, ox shoe, No. 5, per 100 pounds.....do..	300	.078				
33	Nuts, iron, square:						
34	For 1/2-inch bolt.....do..	77	.081		.07	.10	
35	For 3/4-inch bolt.....do..	38	.071		.06	.08	
36	For 1-inch bolt.....do..	200	.051		.045	.061	
37	For 1 1/4-inch bolt.....do..	540	.031		.03	.041	
38	For 1 1/2-inch bolt.....do..	700	.0295		.027	.04	
39	For 2-inch bolt.....do..	530	.021		.025	.038	
40	Oilers, zinc, medium size.....No..	625	.031			.05	
41			.04			.06	
42			.051				
43	Oilstones, Washita.....do..	96	.18		.40		
44							
45							
46	Packing, hemp.....lbs..	440	.08				
47			.07				
48							
49							

d "All."

e Per pound.

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.				
			St. Louis.	St. Louis, Chicago, or New York.	Chicago.	St. Louis.	
1	Packing, rubber:						
2	1/2-inch.....lbs..	264	.099	.104	.094	.074	.12
3					.12	.33	.13
4						.40	
5	1/2-inch.....do...	475	.088	.104	.094	.074	.12
6					.12	.33	.13
7						.40	
8						.50	
9	1/2-inch.....do...	424	.088	.124	.094	.074	.12
10					.12	.33	.13
11						.40	
12						.50	
13	1/2-inch.....do...	375	.088	.124	.094	.074	.12
14					.12	.33	.13
15						.40	
16						.50	
17	Packing yarn (cotton waste).....do...	2,600					.09
18	Paper:						
19	Emery (assorted), per quire.....qrs..	109		.21	.13		.18
20	Sand (assorted), per quire.....do...	650		.094	.09		.11
21	Pencils, carpenter's.....doz...	180			.114		
22							
23							
24							
25	Pinchers, blacksmith's shoeing.....No..	55			.34		
26					.25		
27					.48		
28							
29							
30	Pinking irons, 1-inch.....doz...	24			.45		
31	Planes:						
32	Block, 6-inch, knuckle joint.....No..	52			.61		
33	Fore, adjustable, wood bottoms.....do...	47			.96		
34					.78		
35	Planes, hollow and round:						
36	1-inch, c. s.....pairs..	6			.64		
37	1 1/2-inch, c. s.....do...	3			.64		
38	1 1/2-inch, c. s.....do...	2			.73		
39	Planes:						
40	Jack, adjustable, wood bottoms.....No..	56			.76		
41					.61		
42	Jointer's, double iron, c. s.....do...	40			1.12		
43					.92		
44	Match, 1/2-inch, plated.....pair..	8			1.35		
45	Match, 1-inch, plated.....do...	11			1.35		
46	Plow, embracing beading and center- beading plane, rabbet and fillister, dado plow, matching, and slitting plane.....No..	14			3.70		
47					4.12		

a Per gross.

b Per dozen.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

The Eureka Rubber Manufacturing Co.	The Manhattan Sup- ply Co.	William D. Allen.	Peerless Rubber Man- ufacturing Co.	William H. Salisbury & Co.	John B. Rahm.	Hamilton Rubber Manufacturing Co.	George C. Edgerly.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.	Robert M. Fair.	Frederick K. Maus.	
Points of delivery.													
New York.	Chicago.		New York, Chica- go, St. Louis, St. Paul, or Omaha.	All points except New York.	Omaha.	Chicago.	Omaha.		St. Louis.		Chicago.		Number.
.08 .11	.084	.114	.20	.095 .17	.149	.09	.75 .52						1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
.08 .11	.084	.114	.20	.095 .17	.149	.09	.75 .52						18 19 20 21 22 23 24 25 26 27 28 29 30
.08 .11	.084	.114	.20	.095 .17	.149	.09	.75 .52						31 32 33 34 35 36 37
.08 .11	.084	.114	.20	.095 .17	.149	.09	.75 .52						38 39 40 41 42 43 44 45
					.10								46 47
								.22 .144 .13 .17 .21 .32 .39	.19 .12	.20 .13	.084		18 19 20 21 22 23 24 25 26 27 28 29 30
								a 1.60 a 4.75 .37 .35 .17 .14 .46 .50 .35 .40					31 32 33 34 35 36 37
								b 5.50 b 6.00				.50	38 39 40 41 42 43 44 45
								.71 .85	.65 .81	.75 1.00 .82 .82			31 32 33 34 35 36 37
									.68 .68	.75 .75			38 39 40 41 42 43 44 45
								.68 .47	.73 1.65	.82 1.20 .90 .72 .95 .95			38 39 40 41 42 43 44 45
									4.67	9.25			46 47

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	
			St. Louis.	St. Louis, Chi- cago, or New York.	Chicago.	St. Louis.	Chicago.	Omaha.	St. Louis.			
1	Planes, skew-rabbit:											
2	1-inch.....No..	2			.32					.35	.45	1
3	1-inch.....do..	5			.32					.35	.50	2
4	1½-inch.....do..	1			.38					.41	.60	3
5	Planes, smooth, adjustable, wood bottoms.....No..	35			.69				1.00	.54	.74	4
6					.56						.55	5
7	Pliers:										.60	6
8	Flat-nose, 7-inch, c. s., heavy.....No..	70			.18				a 3.75		.30	7
9					.11½						.20	8
10	Round-nose, 7-inch, c. s., heavy.....No..	23			.18				a 3.75		.30	9
11					.11½							10
12	End-cutting, 10-inch, c. s., heavy.....No..	53			.95				a 3.75		.90	11
13					.85							12
14	Punches:											
15	c. s., belt, to drive, as- sorted, Nos. 2, 3, 4, 5, and 6.....doz..	10	b 5.00		.39					.55	.85	13
16					.37						.65	14
17	Conductor's, assorted shapes of holes ..doz..	1½			3.00	10.80			6.50	15.00	.50	15
18										7.50		16
19										3.00	2.00	17
20	Rasps, horse:											18
21	12-inch.....No..	43	b 7.46	3.20	.16	.23	c. 17	a 2.40	.20	a 2.07	.21	20
22					.18½						.21	21
23											.20	22
24	14-inch.....do...	393	b 94.45	4.45	.22	.25	c. 24	a 3.25	.27	a 2.88	.11	23
25					.25						.30	24
26											.29	25
27											.16	26
28	Rasps, wood, flat:											27
29	12-inch.....do...	53	b 12.67	2.42	.22	.29	c. 14	a 3.50	.29	a 2.83	.36	28
30					.25						.36	29
31	14-inch.....do...	144	b 45.10	3.32	.29	.28½	c. 19	a 4.65	.39	a 3.75	.26	30
32					.33						.49	31
33											.49	32
34	Rasps, wood, half-round:										.35	33
35	12-inch.....No..	101	b 25.60	2.95	.23½	.31	c. 27	a 3.75	.31	a 3.03	.35	34
36					.26½						.35	35
37	14-inch.....do...	87	b 29.14	3.88	.31	.41½	c. 33	a 5.00	.41	a 4.00	.28	36
38					.35½						.52	37
39											.52	38
											.37	39

a Per dozen.

b "All."

c Only.



*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Omaha.	St. Louis.		
			Harry B. Lyford.	Gains Paddock.	Handlan-Buck Manufacturing Co.	Frederick K. Maus.	John H. Harberg.		Frank H. Filley.
1	Rivet sets:								
2	No. 2.....No..	15	.16				a2.48	.25	1
3								.15	2
4	No. 3.....do..	23	.13				a1.98	.23	3
5								.15	4
6	No. 7.....do..	9	.08				a1.10	.19	5
								.10	6
7	Rivets and burrs, copper:								
8	1-inch, No. 8.....lbs..	27	.18	b.20		.19½		.20	7
9	1-inch, No. 12.....do..	21	.20	b.23		.22½		.23	8
10	1-inch, No. 8.....do..	84	.18	b.20		.19½		.20	9
11	1-inch, No. 12.....do..	49	.20	b.23		.22½		.23	10
12	1-inch, No. 8.....do..	113	.18	b.20		.19½		.20	11
13	1-inch, No. 12.....do..	76	.20	b.23		.22½		.23	12
14	1-inch, No. 8.....do..	96	.18	b.20		.19½		.20	13
15	1-inch, No. 12.....do..	49	.20	b.23		.22½		.23	14
16	1-inch, No. 8.....do..	52	.18	b.20		.19½		.20	15
17	1-inch, No. 12.....do..	20	.20	b.23		.22½		.23	16
18	Rivets, iron, No. 8, flat-head:								
19	1-inch.....do..	4		.07		.06			17
20	1-inch.....do..	7		.06½		.06			18
21	1-inch.....do..	30		.05½		.05			19
22	1-inch.....do..	14		.05½		.05			20
23	Rivets, iron, flat-head:								
24	¾ by 1-inch.....do..	125	.0385	.05½		.038	.04½		21
25	¾ by 2 inches.....do..	109	.0385	.06½		.038	.04½		22
26	¾ by 4 inches.....do..	85	.0385	.06½		.038	.04½		23
27	¾ by 1-inch.....do..	125	.036	.05½		.036	.04½		24
28	¾ by 1½ inches.....do..	185	.036	.05½		.036	.04½		25
29	¾ by 2 inches.....do..	415	.036	.05½		.036	.04½		26
30	¾ by 2½ inches.....do..	330	.036	.05½		.036	.04½		27
31	¾ by 3 inches.....do..	365	.036	.05½		.036	.04½		28
32	¾ by 3½ inches.....do..	215	.036	.05½		.036	.04½		29
33	¾ by 4 inches.....do..	286	.036	.05½		.036	.04½		30
34	Rivets, tinned-iron, in packages of 1,000:								
35	10-ounce.....M..	10	.07	.07½		.07	.07	.07	31
36	12-ounce.....do..	18	.07½	.08½		.078	.08	.08	32
37	16-ounce.....do..	12	.09½	.10½		.095	.10	.09	33
38	24-ounce.....do..	10	.12½	.13½		.124	.12	.12	34
39	32-ounce.....do..	12	.162	.18		.18	.15½	.16	35
40	Rules, boxwood, 2-foot, 4-fold, full brass bound.....No..	415	.21				.22 a2.75	.28	36
41								.23	37
42	Saw blades, butcher's bow, 20-inch, dozen.....do..	7½	2.23				.95	3.15	38
43								1.30	39

a Per dozen.

b "Only."

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.	
			Rumsey & Siskemeier Co.	Walter A. Zelnicker Supply Co.
			St. Louis.	St. Louis, Chicago, or New York.
1	Saw clamps, 9-inch jaw.....No..	27		
2	Saw sets:			
3	For crosscut saws.....do..	20		
4				
5	For hand saws.....do..	32		
6				
7	Saws:			
8	Back (or tenon), 12 inch.....do..	25		
9	Bracket.....do..	19		
10	Buck, framed, complete, 30-inch blade.....do..	107		
11				
12				
13				
14				
15				
16	Circular, 26-inch, crosscut.....do..	2	5.70	6.75
17	Circular, 26-inch, rip.....do..	1	5.70	6.75
18	Circular, 30-inch, crosscut.....do..	5	7.22	8.50
19	Crosscut, 5-foot, with handles.....do..	54		.67
20				
21	Crosscut, 6-foot, with handles.....do..	45		.78
22				
23	Hand, 26-inch, 6 to 10 points to the inch.....do..	194		
24				
25				
26				
27				
28	Keyhole, 12-inch compass.....do..	115		
29				
30				
31	Meat, butcher's bow, 20-inch.....do..	48		
32				
33				
34	Rip, 28-inch, 5 points.....do..	44		
35				
36				
37				
38	Scales:			
39	Butcher's, dial face, spring balance, square disk, 30-pound, by ounces.....No..	9		
40	Counter, 62-pound.....do..	8		
41	Hay and cattle, 6-ton, Standard platform.....do..	4		
42				
43	Platform, counter, 240-pound.....do..	7		
44				
45	Platform, 1,000-pound, drop-lever, on wheels.....do..	5		
46				
47	Platform, 2,000-pound, drop-lever, on wheels.....do..	1		
48				

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Number.	Points of delivery.							
	C. W. Pank.	Harry B. Lyford.	William M. Glass.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.	Jones of Birminghamton.	The N. B. Gaston Sons Co.
	St. Louis.	Chicago.	Omaha.	St. Louis.	Chicago.			
1								
2		.21		.41	a 2.75	.37		
3		.32				.25		
4		.77		.78	a 5.50	.84		
5		.45				.50		
6		.54		.28	a 3.75	.46		
7		.60			a 3.00	.29		
8		.25				.10		
9		.73		.80	a 8.00	.90		
10				.59		.73		
11		.19				.75		
12		.30	b .35	.38	a 3.75	.63		
13		.33	b .40		a 3.25	.42		
14		.30				.33		
15						.26		
16		6.59				6.00		
17		6.59				6.30		
18		8.35				7.60		
19		1.37	b 1.45	.77	1.50	1.60		
20						1.26		
21		1.49	b 1.70	.89	1.75	1.90		
22						1.60		
23		.46	b .60	.80	a 12.00	1.00		
24		.71	b .85	.86	a 6.50	.92		
25		.91		1.04	a 3.25	.60		
26						.50		
27						.32		
28		.18	b .16	.16	a 2.50	.25		
29				.26		.19		
30						.12		
31		.73	b .75	.50	a 7.50	.77		
32			b .90		a 6.00	.67		
33						.45		
34		.50	b .65	.86	a 13.00	1.10		
35		.80	b .95	1.15	a 6.00	1.05		
36		1.07		1.17		.67		
37						.59		
38		2.25				2.75		
39	6.00	1.65	b 7.25			7.90	3.00	
40	100.00	42.00	b 112.50			60.00	50.00	c 184.00
41	70.00							
42	7.00	1.65	b 8.50			9.50	4.00	
43	5.00					2.50		
44	3.00							
45	25.50	15.30	b 29.00			34.00	20.00	c 76.50
46	18.00							
47	42.50	22.00	b 48.00			54.00	25.00	24.60
48	32.00							

a Per dozen.  
b Only.  
c All.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Handlan-Buck Manu- facturing Co.	The Manhattan Supply Co.	William M. Glass.	Frederick K. Maus.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.	Number.	
			Points of delivery.									
			Chicago.	St. Louis.	Chicago.	Omaha.	Chicago.	Omaha.	St. Louis.			
1	Scissors, ladies' 6-inch, c. s., full size, good quality...doz...	45	2.70	.....	3.34	.....	.....	3.60	6.00	7.00	1	
2								2.40	2.90	4.00	2	
3										3.50	3	
4										2.25	4	
5	Screw-drivers:											
6	6-inch steel blade.....No...	72	.06	.24	.....	.....	.....	.07	a .90	.19	5	
7			.06							.10	6	
8	8-inch steel blade.....do...	50	.08½	.30	.....	.....	.....	.10	a 1.40	.25	8	
9			.08½							.12	9	
10	10-inch steel blade.....do...	30	.11	.38	.....	.....	.....	.15	a 1.75	.30	10	
11			.12½							.15	11	
12											12	
13	Screws:											
14	Wrought-iron, bench 1½-inch.....No...	54	.29	.....	.....	.....	.....	.40	a 4.10	.35	13	
15	Wood, bench, 2½ inch.do...	8	.21	.....	.....	.....	.....	.....	a 3.10	.29	14	
16	Screws, wood, iron:											
17	1-inch, No. 4.....gross...	112	.06½	b .075	.....	b .071	.075	.07½	.07½	.07½	15	
18	1-inch, No. 5.....do...	64	.07	b .078	.....	b .074	.078	.08	.078	.08	16	
19	1-inch, No. 6.....do...	117	.07	b .078	.....	b .074	.078	.08	.078	.08	17	
20	1-inch, No. 7.....do...	70	.074	b .082	.....	b .077	.082	.09	.082	.08	18	
21	1-inch, No. 8.....do...	181	.08	b .09	.....	b .085	.09	.09	.09	.09	19	
22	1-inch, No. 9.....do...	162	.08½	b .095	.....	b .09	.095	.10	.09½	.09½	20	
23	1-inch, No. 10.....do...	185	.09	b .10	.....	b .09½	.10	.10	.10	.10	21	
24	1-inch, No. 11.....do...	136	.09½	b .105	.....	b .10	.105	.11	.10½	.10½	22	
25	1-inch, No. 12.....do...	265	.10	b .11	.....	b .104	.11	.11	.11	.11	23	
26	1-inch, No. 13.....do...	210	.10½	b .12	.....	b .114	.12	.12	.12	.12	24	
27	1½-inch, No. 10.....do...	260	.11½	b .13	.....	b .123	.13	.13	.13	.13	25	
28	1½-inch, No. 11.....do...	150	.12½	b .14	.....	b .133	.14	.14	.14	.14	26	
29	1½-inch, No. 12.....do...	260	.13½	b .15	.....	b .141	.15	.15	.15	.15	27	
30	1½-inch, No. 13.....do...	104	.14½	b .165	.....	b .156	.165	.17	.16½	.16½	28	
31	1½-inch, No. 14.....do...	127	.16½	b .18	.....	b .171	.18	.18	.18	.18	29	
32	2-inch, No. 13.....do...	40	.18	b .20	.....	b .19	.20	.20	.20	.20	30	
33	2-inch, No. 14.....do...	95	.19½	b .22	.....	b .209	.22	.22	.22	.22	31	
34	2-inch, No. 15.....do...	46	.22	b .245	.....	b .232	.245	.25	.24½	.24½	32	
35	2½-inch, No. 14.....do...	27	.239	b .265	.....	b .252	.265	.27	.26½	.26½	33	
36	2½-inch, No. 15.....do...	24	.28	b .31	.....	b .28½	.31	.31	.31	.31	34	
37	2½-inch, No. 16.....do...	18	.26	b .29	.....	b .276	.29	.29	.29	.29	35	
38	2½-inch, No. 17.....do...	26	.29½	b .33	.....	b .314	.33	.33	.33	.33	36	
39	3-inch, No. 16.....do...	34	.38	b .42	.....	b .399	.42	.42	.42	.42	37	
40	3-inch, No. 18.....do...	14	.49½	b .55	.....	b .523	.55	.55	.55	.55	38	

a Per dozen.

b "Only."

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Gains Paddock.	The Manhattan Supply Co.	William M. Glass.	Frederick K. Maus.	John H. Harberg.	Frank H. Filley.	Oliver F. Richards.									
			Chicago.	St. Louis.	Chicago.	Omaha.	Chicago.	Omaha.	St. Louis.										
1	Shears, c. s., trimmers', straight, full size, good quality:																		
2	8-inch.....doz..	38	2.80	.....	3.70	<sup>a</sup> 4.00	.....	3.00	3.75	6.25	1								
3					3.40				3.40	5.00	2								
4									6.00	4.00	3								
5	10-inch.....do..	13	4.40	.....	7.00	<sup>a</sup> 6.25	.....		<b>4.75</b>	3.00	4								
6					5.70				5.35	9.50	5								
7									5.00	7.25	6								
8									9.00	6.00	7								
									<b>7.00</b>	5.00	8								
9	Shoes, horse, light, assorted, front and hind, per 100 pounds:																		
10	No. 0.....lbs..	2,710	3.86	4.00	.....		3.96	.....	.....	.....	9								
11	No. 1.....do..	4,100	3.86	4.00	.....		3.96	.....	.....	.....	10								
12	No. 2.....do..	4,920	3.61	3.75	.....		3.71	.....	.....	.....	11								
13	No. 3.....do..	4,550	3.61	3.75	.....		3.71	.....	.....	.....	12								
14	No. 4.....do..	4,675	3.61	3.75	.....		3.71	.....	.....	.....	13								
15	No. 5.....do..	2,700	3.61	3.75	.....		3.71	.....	.....	.....	14								
16	No. 6.....do..	1,300	3.61	3.75	.....		3.71	.....	.....	.....	15								
17	Shoes, mule, per 100 pounds:																		
18	No. 2.....lbs..	600	3.86	4.10	.....		3.96	.....	.....	.....	16								
19	No. 3.....do..	550	3.86	4.10	.....		3.96	.....	.....	.....	17								
20	No. 4.....do..	150	3.86	4.10	.....		3.96	.....	.....	.....	18								
21	Shovels, fire, hand, long handle.....doz..	47	.50	.....	.....	.....	.....	1.00	.88	1.80	19								
22			.42	.....	.....	.....	.....	.....	.....	<b>1.40</b>	20								
23				.....	.....	.....	.....	.....	.....	1.05	21								
24				.....	.....	.....	.....	.....	.....	.80	22								
25	Sieves, iron wire, 18-mesh, tin frames.....doz..	14	1.05	.....	.....	.....	.....	.....	.....	<b>1.10</b>	23								
26	Spirit levels, with plumb, 30-inch.....No..	51	.33	.....	.....	.....	.....	.40	<sup>b</sup> 4.25	.70	24								
27			.27 <sup>1</sup>	.....	.....	.....	.....	<b>.63</b>	.....	.45	25								
28	Spoke pointers, adjustable.....do..	5	<sup>b</sup> .33 <sup>1</sup>	.55	.....	.....	.....	.40	.....	.45	26								
29	Springs, door, spiral, heavy.....doz..	56	1.80	.....	.....	.....	.....	.40	.35	1.50	27								
30			.88	.....	.....	.....	.....	.45	<b>1.45</b>	1.10	28								
31	Squares:																		
32	Bevel sliding T, 10-inch.....No..	34	.13 <sup>1</sup>	.....	.....	.....	.....	<b>.10</b>	<sup>b</sup> 1.95	.17	29								
33	Framing, steel 2 inches wide.....No..	52	.48	.....	.....	.....	.....	.47	<sup>b</sup> 5.00	.....	30								
34			<b>.40</b>	.....	.....	.....	.....	.....	.....	.....	31								
35	Panel, 15-inch.....do..	10	<b>.48</b>	.....	.....	.....	.....	.....	.....	.....	32								
36	Try, 4½-inch.....do..	5	<b>.08</b>	.....	.....	.....	.....	.....	<sup>b</sup> 1.30	.13	33								
37	Try and miter, 7½-inch.....do..	36	<b>.19</b>	.....	.....	.....	.....	.....	<sup>b</sup> 2.60	.25	34								
38				.....	.....	.....	.....	.....	.40	.....	35								
39	Try, 10-inch.....do..	6	.15	.....	.....	.....	.....	<b>.11</b>	<sup>b</sup> 2.45	.....	36								
40	Staples, wrought-iron, 3 inches long.....doz..	173	<b>.02</b>	.....	.....	.....	.....	.03	.....	<b>.03</b>	37								

<sup>a</sup> "Only."

<sup>b</sup> Per dozen.

## Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.		
			Chicago.	St. Louis.	
1	Steel, cast, bar, $\frac{3}{4}$ by 1 inch.....lbs..	150		.07	a. 045
2	Steel, cast, octagon:				
3	$\frac{1}{2}$ -inch.....do..	325		.08	a. 055
4	$\frac{3}{4}$ -inch.....do..	410		.07 $\frac{1}{2}$	a. 05
5	1-inch.....do..	780		.05 $\frac{1}{2}$	a. 045
6	1 $\frac{1}{2}$ -inch.....do..	1,610		.05 $\frac{1}{2}$	a. 045
7	2-inch.....do..	1,270		.05 $\frac{1}{2}$	a. 045
8	Steel, cast, square:				
9	$\frac{1}{2}$ -inch.....do..	200		.08	a. 055
10	$\frac{3}{4}$ -inch.....do..	150		.06 $\frac{1}{2}$	a. 05
11	1-inch.....do..	300		.05 $\frac{1}{2}$	a. 045
12	1 $\frac{1}{2}$ -inch.....do..	400		.05 $\frac{1}{2}$	a. 045
13	2-inch.....do..	550		.07	a. 045
14	2 $\frac{1}{2}$ -inch.....do..	650		.07	a. 045
15	Steel, plow:				
16	by 3 inches.....do..	225		.02 $\frac{1}{2}$	
17	by 4 inches.....do..	125		.02 $\frac{1}{2}$	
18	by 5 inches.....do..	225		.02 $\frac{1}{2}$	
19	by 6 inches.....do..	300		.02 $\frac{1}{2}$	
20	Steel, spring:				
21	by 1 inch.....do..	50		.0275	a. 0295
22	by 1 $\frac{1}{2}$ inches.....do..	50		.02 $\frac{1}{2}$	a. 0295
23	by 1 $\frac{3}{4}$ inches.....do..	150		.02 $\frac{1}{2}$	a. 0295
24	by 2 inches.....do..	150		.02 $\frac{1}{2}$	a. 0295
25	Steels, butcher's, 12-inch, stag handle.....No.	42	.66		
26	Stocks and dies, blacksmith's:				
27	To cut 1 inch to $\frac{1}{4}$ inch, L. H., and 1 inch to $\frac{1}{4}$ inch, R. H., 6 taps and 3 dies each.....No.	5	3.33	3.60	
28	To cut $\frac{1}{2}$ inch to $\frac{1}{8}$ inch, L. H., and $\frac{1}{2}$ inch to $\frac{1}{8}$ inch, R. H., 6 taps and 3 dies each.....No.	12		1.80	
29	Swage blocks, blacksmith's, per pound.....do..	2	1.66	.02 $\frac{1}{2}$	
30	Tacks, iron wire, brass heads, upholsterer's, size No. 43, per M.....M	70		.21 $\frac{1}{2}$	
31	Tacks, cut, full half weight, per dozen papers:				
32	4-ounce.....doz. paper	120		.08 $\frac{1}{2}$	
33	6-ounce.....do..	163		.10 $\frac{1}{2}$	
34	8-ounce.....do..	155		.12 $\frac{1}{2}$	
35	10-ounce.....do..	64		.14 $\frac{1}{2}$	
36	12-ounce.....do..	31		.17	
37	Tape measures, 75-foot, leather case.....No.	54		.46	1.20
38	Tire shrinkers.....do..	3		.94	1.85
39	Toe calks, steel:				
40	No. 1.....lbs.	720	.0385	.04 $\frac{1}{2}$	
41	No. 2.....do..	810	.0385	.04 $\frac{1}{2}$	
42	No. 3.....do..	800	.0385	.04 $\frac{1}{2}$	
43	Trowels:				
44	Brick, 10 $\frac{1}{4}$ -inch.....No.	19	.27		
45	Plastering, 10 $\frac{1}{4}$ -inch.....do..	15	.25 $\frac{1}{2}$		
46	Tuyeres (Tweer), iron, duck's-nest pattern, single, No. 2, heavy.....No.	25	.25	.35	

a Only.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Number.	Points of delivery.	Chicago.	Omaha.	St. Louis.	All points.	Chicago.	Number.
1		.06	.06		.07		1
2		.06	.07		.08		2
3		.06	.065		.07 $\frac{1}{2}$		3
4		.06	.06		.07		4
5		.06	.06		.07		5
6		.06	.06		.07		6
7		.06	.06		.07		7
8		.06	.07		.08		8
9		.06	.065		.07 $\frac{1}{2}$		9
10		.06	.06		.07		10
11		.06	.06		.07		11
12		.06	.06		.07		12
13		.06	.06		.07		13
14		.06	.06		.07		14
15			.035				15
16			.035				16
17			.035				17
18			.035				18
19		.03 $\frac{1}{2}$	.035				19
20		.02 $\frac{1}{2}$	.035				20
21		.02 $\frac{1}{2}$	.035				21
22		.02 $\frac{1}{2}$	.035				22
23			.80	b 7.20	.71		23
24			3.00				24
25			2.00				25
26			.02 $\frac{1}{2}$				26
27			.30			.18 $\frac{1}{2}$	27
28			.11	.09	.12 $\frac{1}{2}$	.08	28
29			.13	.108	.15	.09 $\frac{1}{2}$	29
30			.16	.132	.19	.11 $\frac{1}{2}$	30
31			.20	.156	.22	.13 $\frac{1}{2}$	31
32			.29	.18	.24	.15 $\frac{1}{2}$	32
33			.53	b 3.75	.67		33
34							34
35					14.00		35
36					9.00		36
37		.043			.05 $\frac{1}{2}$		37
38		.042			.05 $\frac{1}{2}$		38
39		.043			.05 $\frac{1}{2}$		39
40		.042			.05 $\frac{1}{2}$		40
41		.043			.05 $\frac{1}{2}$		41
42		.042			.05 $\frac{1}{2}$		42
43				b 3.75	.64		43
44					.64		44
45					.37		45
46					.33		46
47				b 3.50	.71		47
48					.40		48
49							49
50		b 6.00		b 3.50	.55		50

b Per dozen.

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.		
			Chicago.	St. Louis.	
	Vises, blacksmith's, solid box, per pound:				
1	6-inch jaw.....No..	9	b 6.45	.07 $\frac{1}{2}$	
2	4-inch jaw.....do..	5	b 3.38	.07 $\frac{1}{2}$	
3	Vises:				
4	Carpenter's, oval slide, 4-inch jaw.....do..	18	1.90	3.00	
5	Gunsmith's, parallel filers, 4-inch jaw.....do..	3	1.90		
6	Washers, iron:				
7	For 1-inch bolt.....lbs..	460	.057	c 5.90	.058
8	For 1-inch bolt.....do..	365	.049	c 5.10	.05
9	For 1-inch bolt.....do..	482	.04	c 4.20	.041
10	For 1-inch bolt.....do..	700	.02 $\frac{1}{2}$	c 2.90	.028
11	For 1-inch bolt.....do..	520	.02 $\frac{1}{2}$	c 2.50	.024
12	For 1-inch bolt.....do..	365	.02 $\frac{1}{2}$	c 2.50	.024
13	Wedges, wood chopper's, solid steel, per pound:				
14	5-pound.....do..	29	.0245		
15	6-pound.....do..	24	.0245		
16	Well-wheels, 10-inch.....do..	2	.15		
17	Wire, annealed:				
18	No. 16 gauge.....do..	140	.027		
19	No. 20 gauge.....do..	110	.0355		
20	No. 24 gauge.....do..	22	.042		
21	Wire, bright, iron:				
22	No. 3 gauge.....do..	60	.022		
23	No. 6 gauge.....do..	150	.0215		
24	No. 7 gauge.....do..	65	.0215		
25	No. 8 gauge.....do..	235	.0215		
26	No. 9 gauge.....do..	75	.0215		
27	No. 10 gauge.....do..	65	.0235		
28	No. 12 gauge.....do..	115	.0245		
29	No. 14 gauge.....do..	30	.0265		
30	No. 16 gauge.....do..	35	.0285		
31	No. 18 gauge.....do..	185	.0305		
32	Wire cloth, for screens, painted.....sq. ft..	42,850	d 1.12 $\frac{1}{2}$		
33	Wire, two-point barbed, galvanized:				
34	For hog fence; main wires not larger than 12 $\frac{1}{2}$ gauge; barbs not larger than 13 $\frac{1}{2}$ gauge; space between barbs not to exceed 3 inches; samples in one-rod lengths required.....lbs..	10,800	.0262		
35			.0262		
36			.0257		
37	For cattle fence; main wires not larger than 12 $\frac{1}{2}$ gauge; barbs not larger than 13 $\frac{1}{2}$ gauge; space between barbs not to exceed 5 inches; samples in one-rod lengths required.....lbs..	103,700	.0262		
			.0262		
			.0257		
	Wire-fence staples, 1 $\frac{1}{4}$ -inch, steel, galvanized.....do..	9,600	.0243		
	Wire-fence stretchers.....No..	52	.36		

a All.  
b Each.  
c Per 100 pounds.

d Per 100 square feet  
e "Only."  
f Per dozen.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Points of delivery.										Number.
Chicago.	Omaha.	St. Louis.		Chicago.		Omaha.	St. Louis.			
7.50		7.70	a 64.17						1	
4.00		4.00	a 18.65						2	
		2.00							3	
									4	
.057	c 8.50	.067							5	
.049	c 8.00	.06							6	
.04	c 6.25	.05							7	
.037	c 4.80	.03½							8	
.023	c 4.50	.031							9	
.023	c 4.50	.031							10	
		.03							11	
		.03							12	
		.27							13	
		.20							14	
		.027							15	
		.06							16	
		.06½							17	
		.02½							18	
		.02½							19	
		.02½							20	
		.02½							21	
		.03							22	
		.031							23	
		.034							24	
		.03½							25	
		.012							26	
	d 1.20			.01 <sup>10</sup> / <sub>100</sub>	d 1.34	d e 1.20			27	
									28	
									29	
	c 2.92					e .0297	c 2.65		30	
						e .0302			31	
						e .0302			32	
	c 2.92					e .0297	c 2.65		33	
						e .0302			34	
						e .0302			35	
	c 3.00	2.65				e .0285	c 2.60		36	
	.44	.45					3.00	f 4.75	37	

## Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Rumsey & Sike-meier Co.	Walter A. Zelnicker Supply Co.	Harry B. Lyford.
			Points of delivery.		
			St. Louis.	St. Louis, Chicago, or New York.	Chicago.
1	Wrenches, screw, black:				
2	8-inch.....No..	190	a 25.65	.15	.121
3					.244
4	10-inch.....do..	160	a 25.92	.18	.141
5					.291
6	12-inch.....do..	90	a 17.00	.21	.39
7					.17
8	15-inch.....do..	95	a 30.78	.36	.34
9					.45
10					.29
11					.561
12					.78
	ADDITIONAL ARTICLES.				
13	Iron, flat-bar, round edge, $\frac{1}{2}$ by 1 $\frac{1}{2}$ inch, per 100 pounds...lbs..	4,000			
14	Iron, band, per 100 pounds:				
15	$\frac{1}{2}$ by 1 $\frac{1}{2}$ inch.....do..	600			
16	$\frac{1}{2}$ by 1 inch.....do..	800			
17	beveled, $\frac{1}{2}$ by $\frac{1}{2}$ inch.....do..	500			
18	Knives, table, cocoa handle, with bolster.....No..	572			.091
	Plumbers', steam and gas fitters' tools, fittings, and supplies.				
19	Blast furnaces, combination, hot-blast, complete, with fire-pot.....No..	8	4.50		3.75
20					
21	Cement, gas fitters', in 5-pound packages.....lbs..	100	.06		
22	Cutters, pipe, 3-wheel:				
23	To cut $\frac{1}{2}$ to 1 inch.....No..	7	a 5.95		1.24
24	To cut $\frac{1}{2}$ to 2 inches.....do..	19	a 40.85		1.65
			a 21.85		
25	Ladles, melting:				
26	4-inch.....do..	2	.15		
27	8-inch.....do..	3	1.00		
28	Pliers, gas:				
29	6-inch.....do..	28	.19		.131
30	12-inch.....do..	26	.40		.27
31	Ratchets, sleeve, handle:				
32	10 inches long.....do..	5			
33	17 inches long.....do..	3			
34	Reamers, pipe:				
35	$\frac{1}{2}$ -inch.....do..	11	.24		
36	$\frac{3}{4}$ -inch.....do..	12	a 3.83		
37	1-inch.....do..	6	a 2.46		
38	$1\frac{1}{4}$ -inch.....do..	5	a 2.40		
39	$1\frac{1}{2}$ -inch.....do..	4	a 2.40		
40	2-inch.....do..	4	a 3.20		
41	Stocks and dies (solid):				
42	$\frac{1}{2}$ to 1 inch.....do..	13	a 35.10		
43	$1\frac{1}{2}$ to 2 inch.....do..	11	a 39.60		
44	Taps, pipe:				
45	$\frac{1}{2}$ -inch.....do..	11	a 2.64		
46	$\frac{3}{4}$ -inch.....do..	13	a 4.16		
47	1-inch.....do..	11	a 4.51		
48	$1\frac{1}{4}$ -inch.....do..	11	a 5.28		
49	$1\frac{1}{2}$ -inch.....do..	7	a 4.20		
50	2-inch.....do..	7	a 5.60		
51	Vises, pipe, malleable iron, to hold $\frac{1}{2}$ to 2 inch pipe.....do..	13	a 17.55		
52	Wrenches, pipe:				
	10-inch.....do..	37	a 27.75	.60	.70
					.73
	18-inch.....do..	40	a 53.34	1.08	1.24
					1.30

a "All," b Only. c Per dozen. d Per gross. e Per package.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued

Number.	Gaius Pad-dock.	Handlan-Buck Manufac-turingCo.	Wil-liam M. Glass.	Freder-ick K. Maus.	John H. Har-berg.	Frank H. Filley.	Oliver F. Rich-ards.	Crane & Co.	John B. Rahm.	Asahel F. Ben-nett.	Albert D. San-ders.
	Points of delivery.										
	St. Louis.	Oma-ha.	Chi-cago.	Oma-ha.	St. Louis.	Oma-ha.	Chicago.	St. Louis.	Omaha.	Chicago.	
1											
2	.13	b .16		.14	c 1.68	.19					
3					c 4.00	.15					
4	.155	b .20		.16	c 1.79	.23					
5					c 4.80	.18					
6	.18	b .23		.19	c 2.10	.27					
7					c 5.60	.21					
8	.31	b .40		.32	c 3.60	.44					
9					c 9.60	.36					
10											
11											
12											
13	1.60	b 1.55		1.75							
14	1.85	b 1.80		2.00							
15	1.75	b 1.70		1.90							
16	2.20	b 2.00		2.25							
17					d 6.85	.051					
18					d 7.25						
19											
20					3.00	2.25	3.25		2.73		
21					2.50						
22						.04	e .40	.061	e .35		
23	.80				.85	.81	.90	.855	.84		
24	1.05				1.10	1.08	1.20	1.14	1.15		
25											
26						.14	.30		.25		
27						.90	1.50		1.00		
28											
29					.18	.15	c 3.00	c 1.75	.25		
30					.14						
31					.35	.28	c 4.00	c 3.75	.43		
32					.33						
33											
34	3.50				3.85	3.59	4.25	3.671	4.00		
35	5.30				7.00	6.48	7.50	6.65	6.82		
36											
37						.27	.2150	.30	.28	.31	
38						.35	.2875	.44	.375	.42	
39						.45	.3588	.52	.468	.53	
40						.55	.4312	.60	.5625	.64	
41						.65	.5313	.78	.693	.78	
42						.85	.7188	1.00	.9375	1.08	
43											
44	2.40				3.00	2.25	3.00	2.30	2.70		
45	3.20				4.00	3.00	3.75	3.10	3.60		
46											
47						.26	.2150	.30	.28	.31	
48						.35	.2875	.44	.375	.42	
49						.45	.3588	.52	.468	.53	
50						.55	.4312	.60	.5625	.64	
51						.65	.5313	.78	.693	.78	
52						.85	.7188	1.00	.9375	1.08	
	1.25				1.75	1.40	1.75	1.25	1.89	1.50	
	.75				.73	.81	.73	.81	.73	.86	
						.65	.83			.86	
	1.35				1.29	1.44	1.295	1.44	1.30	1.56	
						1.10	1.48			1.56	



*Abstract of proposals received and contracts awarded in St. Louis Mo., under advertisement of March 21, 1904, 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.	
			Rumsey & Sikemeier Co.	Crane & Co.	John B. Rahm.	Asahel F. Bennett.	Oliver F. Richards.		Albert D. Sanders.
			St. Louis.	Omaha.	Chi-cago.	St. Louis.	Chi-cago.		
	Bibbs, lever handle, plain, finished, for iron pipe:								
1	1-inch ..... No.	96	α 34.20	.53	.45	b 4.62	.....	.36	1
2	1-inch ..... do	167	α 96.00	.83	.72	b 7.44	.....	.58	2
3	1-inch ..... do	19	α 15.40	1.16	1.10	b10.52	.....	.86	3
	Bibbs, compression, plain, finished, for iron pipe:								
4	1-inch ..... No.	247	α 58.85	.2438	.30	b 3.25	.27	.29	4
5	1-inch ..... do	455	α 166.83	.3750	.48	b 5.00	.35	.44	5
6	1-inch ..... do		α 133.47	.30					6
7	1-inch ..... do	29	α 24.17	.75	.95	b10.00	.....	.90	7
	Boiler elbows, with unions, malleable iron, bent, male:								
8	1-inch ..... No.	24	α 3.60	.12	.22	.15	.....	.18	8
9	1-inch ..... do	27	α 5.06	.15	.25	.1875	.....	.18	9
10	1-inch ..... do	12	α 2.40	.....	.25	.1875	.....	.18	10
	Boiler couplings, with unions, malleable iron, straight, male:								
11	1-inch ..... No.	22	α 3.30	.12	.18	.15	.....	.18	11
12	1-inch ..... do	12	.20	.....	.25	.1875	.....	.18	12
	Bushings, malleable iron:								
13	1 by 1 inch ..... do	550	α 7.80	.01387	.02001	.0158	.....	.016	13
14	1 by 1 inch ..... do	600	α 10.26	.01665	.0228	.019	.....	.019	14
15	1 by 1 1/4 inch ..... do	425	α 8.45	.01942	.0272	.022	.....	.022	15
16	1 1/4 by 1 1/4 inch ..... do	355	α 9.10	.02492	.0332	.0285	.....	.0295	16
17	1 1/4 by 2 inches ..... do	325	α 13.00	.03885	.0532	.044	.....	.045	17
	Caps, malleable iron, black:								
18	1-inch ..... do	185	α 2.83	.0123	.015	.0145	.....	.0175	18
19	1-inch ..... do	200	α 3.65	.0193	.0237	.0221	.....	.0275	19
20	1-inch ..... do	135	α 3.10	.0281	.0358	.0313	.....	.039	20
21	1 1/4-inch ..... do	110	α 2.75	.04	.0479	.044	.....	.055	21
22	1 1/4-inch ..... do	67	α 2.82	.0486	.0718	.0659	.....	.084	22
23	2-inch ..... do	77	α 5.70	.0715	.0959	.09	.....	.112	23
	Caps, malleable iron, galvanized:								
24	1-inch ..... No.	78	α 1.70	.0189	.0358	.023	.....	.027	24
25	1-inch ..... do	113	α 3.07	.029	.0328	.033	.....	.042	25
26	1-inch ..... do	67	α 2.24	.0442	.0464	.0474	.....	.06	26
27	1 1/4-inch ..... do	53	α 2.06	.0638	.0653	.0725	.....	.081	27
28	1 1/4-inch ..... do	23	α 1.36	.077	.1035	.094	.....	.13	28
29	2-inch ..... do	29	α 3.30	.1133	.1415	.145	.....	.185	29
	Couplings, wrought iron:								
30	1-inch ..... do	181	α 2.86	.01575	.025	.0175	.....	.019	30
31	1-inch ..... do	256	α 5.76	.0225	.0319	.025	.....	.026	31
32	1-inch ..... do	180	α 5.27	.02925	.0385	.0325	.....	.036	32
33	1 1/4-inch ..... do	107	α 4.10	.03825	.0514	.0425	.....	.051	33
34	1 1/4-inch ..... do	96	α 4.54	.04725	.0605	.0525	.....	.069	34
35	2-inch ..... do	79	α 4.98	.063	.0847	.07	.....	.084	35
	Couplings, wrought iron, galvanized:								
36	1-inch ..... No.	176	α 3.96	.0225	.0389	.025	.....	.028	36
37	1-inch ..... do	212	α 6.20	.0295	.0465	.0325	.....	.0365	37
38	1-inch ..... do	114	α 6.20	.0405	.054	.045	.....	.052	38
39	1 1/4-inch ..... do	104	α 5.85	.05625	.082	.0625	.....	.072	39
40	1 1/4-inch ..... do	56	α 4.03	.0720	.0979	.08	.....	.091	40
41	2-inch ..... do	61	α 5.50	.09	.1215	.10	.....	.112	41

a All.

<sup>b</sup> Per dozen.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Runsey & Sikemeier Co.	Crane & Co.	Jonn B. Rahm.	Asahel F. Bennett.	Albert D. Sanders.	Points of delivery.			Number.
								St. Louis.	Oma- ha.	Chicago.	
	Couplings, R. & L., malleable iron, black:										
1	1-inch.....No.	12	a .28	.0158	.021	.02	.027				1
2	1-inch.....do	36	a .82	.0264	.036	.032	.041				2
3	1-inch.....do	100	a 2.52	.0329	.043	.0375	.051				3
4	1 1/2-inch.....do	70	a 2.60	.05	.054	.0595	.085				4
5	1 1/2-inch.....do	50	a 3.70	.0715	.098	.081	.118				5
6	2-inch.....do	50	a 4.67	.0894	.1415	.106	.178				6
	Couplings, R. & L., malleable iron, galvanized:										
7	1-inch.....No.	18	a .53	.0227	.0273	.027	.032				7
8	1-inch.....do	24	a .77	.0379	.0445	.049	.059				8
9	1-inch.....do	12	a .46	.0506	.0681	.065	.081				9
10	1 1/2-inch.....do	6	a .35	.077	.098	.10	.119				10
11	1 1/2-inch.....do	6	a .69	.11	.1524	.13	.187				11
12	2-inch.....do	4	a .57	.1375	.2097	.1725	.24				12
	Crosses, malleable iron, black:										
13	1-inch.....do	38	a 1.60	.0429	.3267	.041	.04				13
14	1-inch.....do	33	a 1.55	.0422	.0567	.048	.071				14
15	1-inch.....do	28	a 1.28	.0712	.0822	.0921	.105				15
16	1 1/2-inch.....do	12	a .90	.0880	.1155	.1185	.131				16
17	1 1/2-inch.....do	22	a 2.45	.1287	.1645	.1516	.21				17
18	2-inch.....do	22	a 2.85	.22	.2746	.25	.342				18
	Crosses, malleable iron, galvanized:										
19	1-inch.....do	41	a 1.70	.0577	.047	.092	.06				19
20	1-inch.....do	61	a 4.00	.0632	.068	.073	.078				20
21	1-inch.....do	34	a 2.24	.1075	.1237	.1394	.146				21
22	1-inch.....do	16	a 1.83	.1375	.1647	.1924	.205				22
23	1 1/2-inch.....do	9	a 1.60	.1980	.2475	.245	.30				23
24	2-inch.....do	9	a 2.85	.3388	.4125	.405	.51				24
	Elbows, malleable iron, black:										
25	1-inch.....do	238	a 5.48	.022	.0273	.0265	.033				25
26	1-inch.....do	322	a 8.00	.03	.037	.0304	.05				26
27	1-inch.....do	222	a 16.45	.0443	.0605	.0476	.072				27
28	1 1/2-inch.....do	139	a 8.78	.06	.0687	.0693	.084				28
29	1 1/2-inch.....do	110	a 8.65	.0877	.10	.097	.119				29
30	2-inch.....do	170	a 21.32	.136	.1375	.1471	.169				30
	Elbows, malleable iron, galvanized:										
31	1-inch.....do	295	a 9.70	.0329	.047	.04	.048				31
32	1-inch.....do	465	a 17.67	.0484	.0605	.0492	.07				32
33	1-inch.....do	385	a 43.90	.0682	.1045	.0768	.10				33
34	1 1/2-inch.....do	180	a 23.09	.099	.1312	.1188	.132				34
35	1 1/2-inch.....do	156	a 24.00	.1485	.178	.1665	.193				35
36	2-inch.....do	130	a 26.68	.2326	.255	.2527	.297				36
	Elbows, R. & L., malleable iron, black:										
37	1-inch.....No.	23	a .90	.0357	.023	.043	.0445				37
38	1-inch.....do	23	a .73	.037	.0275	.0375	.0628				38
39	1-inch.....do	47	a 4.29	.0545	.0385	.0588	.092				39
40	1 1/2-inch.....do	31	a 2.75	.0715	.0578	.0819	.11				40
41	1 1/2-inch.....do	11	a 1.18	.1036	.075	.1151	.145				41
42	2-inch.....do	11	a 1.63	.1609	.1033	.1740	.24				42

a All.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Rumsey & Sikemeier Co.	Crane & Co.	John B. Rahm.	Asahel F. Bennett.	Albert D. Sanders.	Handlan-Buck Manu- facturing Co.	Number.	
			Points of delivery.							
			St. Louis.	Omaha.	Chicago.	St. Louis.				
	Elbows, R. & L., malleable iron, galvanized:									
1	1-inch.....No..	12	a .52	.048	.0355	.0767			1	
2	1-inch.....do..	22	a .95	.0556	.0396	.0704			2	
3	1-inch.....do..	34	a 4.46	.0823	.055	.1154			3	
4	1½-inch.....do..	22	a 3.08	.1155	.0784	.1655			4	
5	1½-inch.....do..	12	a 2.06	.1650	.089	.2313			5	
	Elbows, malleable iron, black, side outlet:									
6	1-inch.....No..	12	a .45	.0372	.0275	.0435	.037		6	
7	1-inch.....do..	29	a .92	.0405	.0495	.0463	.06		7	
8	1-inch.....do..	32	a 2.92	.0651	.0825	.0696	.10		8	
9	1½-inch.....do..	25	a 2.83	.088	.15	.096	.15		9	
10	1½-inch.....do..	13	a 1.73	.1250	.1705	.1352	.198		10	
11	2-inch.....do..	6	a 1.10	.1660	.275	.20	.33		11	
	Elbows, malleable iron, galvanized, side outlet:									
12	1-inch.....No..	16	a .68	.05	.0385	.062	.055		12	
13	1-inch.....do..	11	a .53	.0607	.0688	.0692	.092		13	
14	1½-inch.....do..	12	a 1.97	.1327	.225	.1420	.24		14	
15	1½-inch.....do..	12	a 2.36	.1895	.245	.204	.333		15	
	Gas service cocks, brass, female:									
16	1-inch.....No..	36	a 8.28	.23	.285	.23	.31		16	
17	1-inch.....do..	12	a 3.60	.30	.375	.30	.41		17	
18	1½-inch.....do..	1	.50	.45	.525	.45	.58		18	
	Nipples, shoulder, wrought iron, black:									
19	1-inch.....No..	185	a 1.76	.009	.015	.0095	.013		19	
20	1-inch.....do..	230	a 2.63	.01008	.018	.0114	.016		20	
21	1-inch.....do..	230	a 3.50	.0144	.026	.0152	.02		21	
22	1½-inch.....do..	143	a 3.00	.0198	.034	.0209	.025		22	
23	1½-inch.....do..	114	a 2.83	.0234	.04	.0247	.03		23	
24	2-inch.....do..	145	a 4.96	.0324	.055	.0342	.04		24	
	Nipples, shoulder, wrought iron, galvanized:									
25	1-inch.....No..	173	a 1.97	.01008	.022	.0114	.015		25	
26	1-inch.....do..	293	a 4.46	.0144	.028	.0152	.018		26	
27	1-inch.....do..	252	a 5.28	.0198	.026	.0209	.025		27	
28	1½-inch.....do..	105	a 3.40	.03006	.034	.0323	.037		28	
29	1½-inch.....do..	140	a 5.59	.0378	.07	.0399	.047		29	
30	2-inch.....do..	155	a 7.96	.0486	.094	.0513	.06		30	
	Pipe, wrought iron, black:									
31	1-inch.....feet..	1,900	a 48.45	.02465	.031	b 2.605	.0263	c .0252	31	
32	1-inch.....do..							c .0261	32	
33	1-inch.....do..	2,350	a 70.27	.02875	.034	b 3.065	.0313	c .0296	33	
34	1-inch.....do..							c .0307	34	
35	1-inch.....do..	3,130	a 134.25	.04125	.0488	b 4.3973	.0448	c .0424	35	
36	1-inch.....do..							c .0441	36	
37	1½-inch.....do..	1,430	a 83.65	.05625	.0666	b 5.9962	.0605	c .0578	37	
38	1½-inch.....do..							c .0601	38	
39	1½-inch.....do..	2,730	a 191.64	.0675	.08	b 7.1955	.0728	c .0694	39	
40	2-inch.....do..							c .0721	40	
41	2-inch.....do..	2,000	a 187.20	.09	.105	b 9.594	.0971	c .0925	41	
42								c .0961	42	

<sup>a</sup> "All."**b Per 100 feet.**

o "Only."

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Rumsey & Sikemeter Co.	Crane & Co.	Handlan-Buck Manufacturing Co.	John B. Rahm.	Asahel F. Bennett.	Albert D. Sanders.	Harry B. Lyford.	Number.	
			Points of delivery.								
			St. Louis.		Omaha.	Chicago.					
	Pipe, wrought iron, galvanized:										
1	1-inch.....feet..	3,400	a115.60	.03315	c. 0337	.0425	b3.455	.0366		1	
2					c. 0346					2	
3	1-inch.....do..	6,450	a267.02	.04025	c. 0411	.0472	b4.2148	.0498		3	
4					c. 0422					4	
5	1-inch.....do..	4,890	a290.45	.05775	c. 0589	.0692	b6.0472	.0675		5	
6					c. 0606					6	
7	1½-inch.....do..	2,700	a218.70	.07875	c. 0803	.0912	b8.2462	.0920		7	
8					c. 0826					8	
9	1½-inch.....do..	1,725	a167.67	.0945	c. 0964	.1080	b9.8955	.1105		9	
10					c. 0991					10	
11	2-inch.....do..	4,770	a618.19	.126	c. 1285	.1404	b3.196	.147		11	
12					c. 1321					12	
	Pipe, lead, per pound:										
13	1-inch.....feet..	60	.051	.055		.06		.057	.05	13	
14	1-inch.....do..	160	.051	.055		.06		.057	.05	14	
15	1-inch.....do..	130	.051	.055		.06		.057	.05	15	
16	1-inch.....do..	60	.051	.055		.06		.057	.05	16	
17	1½-inch.....do..	60	.051	.055		.06		.057	.05	17	
18	2-inch.....do..	20	.051	.055		.06		.057	.05	18	
	Plugs, cast iron, black:										
19	1-inch.....No..	245	a.93	.0036		.0045	.004	.006		19	
20	1-inch.....do..	300	a1.71	.0054		.0066	.006	.009		20	
21	1-inch.....do..	210	a1.60	.0072		.009	.008	.012		21	
22	1½-inch.....do..	150	a1.43	.009		.012	.01	.014		22	
23	1½-inch.....do..	114	a1.51	.0126		.016	.014	.019		23	
24	2-inch.....do..	119	a2.26	.0108		.023	.02	.026		24	
	Plugs, cast iron, galvanized:										
25	1-inch.....No..	115	a.88	.0072		.009	.008	.009		25	
26	1-inch.....do..	150	a1.71	.0108		.014	.012	.0125		26	
27	1-inch.....do..	110	a1.67	.0144		.018	.016	.0175		27	
28	1½-inch.....do..	56	a1.07	.018		.023	.02	.022		28	
29	1½-inch.....do..	38	a1.00	.0252		.032	.028	.031		29	
30	2-inch.....do..	51	a1.94	.036		.045	.04	.044		30	
	Reducers, malleable iron, black:										
31	1 by 1½ inch.....No..	180	a4.10	.022		.0275	.0211	.027		31	
32	1 by 1 inch.....do..	200	a6.12	.03		.044	.0326	.052		32	
33	1 by 1½ inch.....do..	160	a5.93	.0357		.055	.052	.065		33	
34	1½ by 1½ inch.....do..	140	a10.38	.0607		.066	.0669	.078		34	
35	1½ by 2 inch.....do..	130	a12.07	.0893		.088	.1044	.146		35	
	Reducers, malleable iron, galvanized:										
36	1 by 1½ inch.....No..	160	a5.24	.0316		.0412	.0318	.05		36	
37	1 by 1 inch.....do..	200	a7.64	.043		.0688	.0497	.085		37	
38	1 by 1½ inch.....do..	82	a4.67	.055		.096	.0842	.115		38	
39	1½ by 1½ inch.....do..	45	a5.17	.0935		.124	.108	.136		39	
40	1½ by 2 inch.....do..	40	a5.70	.143		.192	.1695	.245		40	

a "All."

b Per 100 feet.

c "Only."

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Rumsey & Sikemeier Co.	Crane & Co.	Handlan-Buck Manufacturing Co.	John B. Rahm.	Asahel F. Bennett.	Albert D. Sanders.	George C. Edgerly.	Number.	
			Points of delivery.								
			St. Louis.			Oma-ha.	Chicago.		Oma-ha.		
1	Stopcocks, brass, steam:									1	
2	¾-inch.....No...	140	a32.20	.34	b.325	.374	.4038	.391	.....	2	
3	1-inch.....do...	72	a21.60	.47	b.36				.....	3	
4	1½-inch.....do...	30	a13.50	.74	b.445	.52	.5581	.54	.....	4	
5	1½-inch.....do...	20	a12.40	.97	b.50				.....	5	
6	2-inch.....do...	16	a16.00	1.46	b.71	.825	.8788	.86	.....	6	
7					b.78				.....	7	
8					b.92	1.10	1.152	1.12	.....	8	
9					b1.02				.....	9	
10					b1.39	1.60	1.734	1.68	.....	10	
11					b1.54				.....	11	
12	Straps, tinned, for ¼, ½, 1, 1½,	19	c.08	.08		.05	.08	.12	.....	12	
13	1½, and 2 inch pipe..doz.								.....	13	
14	Tees, malleable iron, black:								.....	14	
15	¾-inch.....No...	145	a3.28	.0246		.03	.0326	.037	.....	15	
16	1-inch.....do...	250	a9.27	.0407		.0412	.0375	.05	.....	16	
17	1-inch.....do...	260	a14.45	.0572		.0687	.0531	.08	.....	17	
18	1½-inch.....do...	175	a10.98	.08		.0825	.0844	.099	.....	18	
19	1½-inch.....do...	160	a15.05	.11		.1237	.1143	.147	.....	19	
20	2-inch.....do...	125	a19.62	.16		.165	.1860	.195	.....	20	
21	Tees, malleable iron, gal-								.....	21	
22	vanized:								.....	22	
23	¾-inch.....No...	250	a8.26	.0366		.044	.0497	.05	.....	23	
24	1-inch.....do...	341	a20.07	.066		.055	.0602	.062	.....	24	
25	1-inch.....do...	255	a21.55	.0924		.1075	.08517	.132	.....	25	
26	1½-inch.....do...	160	a16.42	.1386		.1425	.1444	.165	.....	26	
27	1½-inch.....do...	112	a17.24	.1881		.1925	.1967	.23	.....	27	
28	2-inch.....do...	76	a19.50	.2722		.2775	.313	.32	.....	28	
29	Tees, four-way, malleable								.....	29	
30	iron, black:								.....	30	
31	¾-inch.....No...	21	a.90	.0429		.0385	.0437	.045	.....	31	
32	1-inch.....do...	18	a.82	.0387		.055	.041	.068	.....	32	
33	1-inch.....do...	18	a1.36	.0669		.099	.076	.114	.....	33	
34	1½-inch.....do...	18	a1.64	.088		.1375	.099	.17	.....	34	
35	1½-inch.....do...	12	a1.64	.1672		.22	.184	.27	.....	35	
36	2-inch.....do...	12	a2.74	.278		.351	.29	.41	.....	36	
37	Tees, four-way, malleable								.....	37	
38	iron, galvanized:								.....	38	
39	¾-inch.....No...	6	a.35	.0625		.05	.0762		.....	39	
40	1-inch.....do...	6	a.40	.0582		.0688	.079		.....	40	
41	1-inch.....do...	6	a.60	.07		.122	.1437		.....	41	
42	1½-inch.....do...	6	a.80	.0925		.1815	.1869		.....	42	
43	2-inch.....do...	6	a1.97	.2825		.462	.5462		.....	43	
44	Valves, gate, high pressure:								.....	44	
45	¾-inch.....No...	134	a38.32	.52	b.29	.367	.2925	.31	.82	45	
46	1-inch.....do...	196	a75.46	.70	b.55	.481	.3938	.43	1.10	46	
47	1-inch.....do...	144	a79.20	.90	b.39	.688	.5625	.60	1.40	47	
48	1½-inch.....do...	84	a64.68	1.30	b.75	.975	.7875	.84	2.00	48	
49					b1.05		.90			49	
50					b.78		.7875			50	
51					b1.48		1.30			51	

a "All."

b "Only."

c Per pound.

*Abstract of proposals received and contracts awarded in St. Louis, Mo., under advertisement of March 21, 1904, 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.	Rumsey & Sikemeier Co.	Crane & Co.	Handlan-Buck Manu- facturing Co.	John B. Rahm.	Asahel F. Bennett.	Albert D. Sanders.	George C. Edgerly.	Number.	
			Points of delivery.								
			St. Louis.			Oma- ha.	Chicago.		Oma- ha.		
1	Valves, gate, high pressure:									1	
2	1½-inch.....No..	67	a73.70	1.70	b1.12	1.45	1.125	1.20	2.55	2	
3	2-inch.....do...	62	a102.12	1.125	b2.10	2.10	1.70			3	
4				2.50	b1.68		1.6875	1.80	3.90	4	
5				1.6875	b3.20		2.50			5	
6	Valves, globe, high pressure:									6	
7	¾-inch.....No..	83	a18.26	.225	b.33	.56	.2375	.24	.57	7	
8				.40	b.47		.432			8	
9				.4512			.45125			9	
10	¾-inch.....do...	175	a48.51	.2835	b.42	.77	.299	.30	.77	10	
11				.55	b.59		.594			11	
12	1-inch.....do...	110	a43.56	.5938	b.56	.98	.59375	.43	.98	12	
13				.405	b.80		.405			13	
14	1½-inch.....do...	52	a28.82	.8312	b.77	1.40	.83125			14	
15				.567	b.77	1.40	.5985	.60	1.40	15	
16				1.00	b1.15		1.08			16	
17	1½-inch.....do...	52	a40.04	.787	b1.04	1.925	1.1875	.84	1.90	17	
18				1.375	b1.56		.83125			18	
19							1.485			19	
20	2-inch.....do...	44	a51.30	1.1925	b1.62	3.07	1.6625	1.25	3.00	20	
21				2.1875	b2.50		1.25875			21	
22							2.3625			22	
23							2.6125			23	
24	Pipe, steam:									24	
25	2½-inch.....feet..	525	a78.00	.14375	b.1478	.172	14.749 <sup>c</sup>	.151	.....	25	
26	4-inch.....do...	450	a126.00	.27	b.1535	.322	27.70 <sup>c</sup>	.29	.....	26	
					b.2776						
					b.2884						

<sup>a</sup> "All."<sup>b</sup> "Only."<sup>c</sup> Per 100 feet.

[illegible]



## Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.							Rumsey & Sikemeier Co.	Walter A. Zelnicker Supply Co.	Harry B. Lyford.	Handlan-Buck Manufacturing Co.	New York Belting & Packing Co. (limited).		
			St. Louis.	St. Louis, Chicago, or New York.	Chicago.	St. Louis.										
Hose goods—Continued.																
Nozzles, hose, screw:																
1	¾-inch.....No..	90	a 18.00	.17	.20	.09										
2					.16	.165										
3	1¼-inch.....do..	3	a 1.50	.50		.30										
4						.42										
5	1½-inch.....do..	2	a 1.30	.60		.42										
6						.50										
7	2-inch.....do..	18	a 17.10	.97		.60										
8						.87										
9	2½-inch.....do..	11	a 16.50	1.70		1.25										
10																
11						2.00										
a "All.																
b Per dozen.																

a "All.

b Per dozen.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.											
	New York.	Chicago.	Chicago or St. Louis.	Chicago.	New York, Chicago, St. Louis, St. Paul, or Omaha.	All points except New York.	Chicago.	Omaha.		St. Louis.		Chicago.
1				.18		.22	.204	.27	b2.35	.25		.12
2								.26		.20		
3										.18		
4				.45		.50	.52		.50	.60		.35
5				.56		.66½	.675		.60	.78		.50
6									.90	1.25		.70
7				.86		1.05	1.025		1.80			.98
8												
9				1.69		1.59	2.04					
10												
11												

The Eureka Rubber Manufacturing Co.

The Manhattan Supply Co.

Frank B. Henderson.

William D. Allen.

Peerless Rubber Manufacturing Co.

William H. Salisbury &amp; Co.

Rollin A. Keyes.

John B. Rahm.

John H. Harberg.

Frank H. Filley.

Oliver F. Richards.

Hamilton Rubber Manufacturing Co.

George C. Edgerly.

Wilbur T. Tate.

Goodyear Rubber Co.

## Abstract of proposals received and contracts awarded in St. Louis, Mo.,

[NOTE.—Figures in large type denote rates

## MEDICAL SUPPLIES.

Number.	ARTICLES.	Quantity awarded.	Drug	Chemical	Drug
			Moffitt-West	Allan-Pfeiffer	Meyer Bros.
			Co.	Co.	Co.
			Points of delivery.		
			St. Louis.		
MEDICINES.					
1	Acids:				
2	Acetic, c. p., in 8-ounce bottles.....oz.	412	.01½		.00½
3	Arsenious, in 1-ounce bottles.....do.	36	.04½		.02½
4	Benzoic, in 4-ounce bottles.....do.	191	.07		.03½
5	Boracic, powdered, in 4-ounce bottles.....do.	5,104	.01½		.01½
6	Carbolic, pure, 95 per cent liquid, in 8-ounce bottles.....oz.	4,530	.01½		.01½
7	Citric, in 8-ounce bottles.....do.	337	.03		.03½
8	Gallic, in 4-ounce bottles.....do.	152	.05½		.04½
9	Hydrocyanic, U. S. P., dilute, in 1-ounce bottles.....oz.	108	.05½		.03½
10	Hydrochloric, c. p., in 8-ounce g. s. bottles.....oz.	1,595	.01½		.01½
11	Nitric, c. p., in 8-ounce g. s. bottles.....do.	630	.01½		.02
12	Phos., dilute, U. S. P., in 8-ounce g. s. bottles.....oz.	645	.01½		.01½
13	Salicylic, powdered, in 8-ounce bottles.....do.	870	.03½		.02½
14	Sulphuric, c. p., in 8-ounce g. s. bottles.....do.	605	.01½		.01½
15	Sulphuric, aromatic, U. S. P., in 1-pound g. s. bottles.....lbs.	47	.48		.48
16	Tannic, pure, powdered, in 8-ounce bottles.....oz.	405	.05½		.04½
17	Tartaric, powdered, in 1-pound bottles.....lbs.	42	.41		.44
18	Fluid extracts, U. S. P.:				
19	Berberis aquifolium, in 16-ounce bottles, pounds.....	47		.68	.57
20	Belladonna, in 4-ounce bottles.....oz.	360		.04½	.03½
21	Buchu, in 1-pound bottles.....lbs.	150		.98½	.89
22	Cannabis indica, in 4-ounce bottles.....oz.	160		.09½	.10
23	Cascara sagrada, in 1-pound bottles.....lbs.	305		.58	.55
24	Cimicifuga (racemosa), in 4-ounce bottles, ounces.....	365		.04	.03½
25	Cinchona (with aromatics), in 1-pound bottles.....lbs.	182		.65	.68
26	Colchicum seed, in 4-ounce bottles.....oz.	205		.05	.06
27	Ergot, in 8-ounce bottles.....do.	1,470		.06	.04½
28	Ginger, in 1-pound bottles.....lbs.	230		.65	.60
29	Hamamelis, in 1-pound bottles.....do.	220		.50	.35
30	Hyoscyamus, in 4-ounce bottles.....oz.	260		.04½	.05
31	Ipecac, in 8-ounce bottles.....do.	755		.15	.16
32	Jaborandi, in 8-ounce bottles.....do.	275		.04½	.04½
33	Licorice, in 1-pound bottles.....lbs.	385		.35	.30
34	Poke root, in 1-pound bottles.....do.	32		.55	.42
35	Rhubarb, in 8-ounce bottles.....oz.	600		.04½	.03½
36	Sarsaparilla, in 1-pound bottles.....lbs.	460		.58	.57
37	Seneka, in 8-ounce bottles.....oz.	775		.08	.11
38	Senna, in 1-pound bottles.....lbs.	112		.48	.40
39	Stillingia, in 1-pound bottles.....do.	127		.51	.37
40	Taraxacum, in 1-pound bottles.....do.	158		.51	.31
41	Valerian, in 1-pound bottles.....do.	80		.55	.42
42	Viburnum, in 8-ounce bottles.....oz.	2,230		.04½	.02½
43	Wild cherry, in 1-pound bottles.....lbs.	222		.53	.40
44	Solid extracts, U. S. P.:				
45	Belladonna, alcoholic, in 1-ounce jars.....oz.	31			.13
46	Cannabis indica, in 1-ounce jars.....do.	10			1.00

## under advertisement of March 21, 1904, for furnishing supplies, etc.

at which contracts have been awarded.]

## MEDICAL SUPPLIES.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.					
			Porter-Ryerson-Hoobler Co.	Mallinckrodt Chemical Works.	Charles F. Weller.	J. S. Merrell Drug Co.	Parke Davis & Co.	Chas. P. Noyes.
			Omaha.	St. Louis.	Omaha.	St. Louis.	Chicago, New York, or St. Louis.	Chicago.
1	Acids:							
2	Acetic, c. p., in 8-ounce bottles.....oz.	412		.01½	.01½			
3	Arsenious, in 1-ounce bottles.....do.	36		.04	.05½			
4	Benzoic, in 4-ounce bottles.....do.	191		.07	.03½			
5	Boracic, powdered, in 4-ounce bottles.....do.	5,104		.01½	.01½	.01½		
6	Carbolic, pure, 95 per cent liquid, in 8-ounce bottles.....oz.	4,530		.01½	.01½	.015		
7	Citric, in 8-ounce bottles.....do.	337		.03	.03	.03		
8	Gallic, in 4-ounce bottles.....do.	152		.04½	.04½	.05		
9	Hydrocyanic, U. S. P., dilute, in 1-ounce bottles.....oz.	108		.05	.06½			
10	Hydrochloric, c. p., in 8-ounce g. s. bottles.....oz.	1,595		.02	.01½	.02		
11	Nitric, c. p., in 8-ounce g. s. bottles.....do.	630		.02	.01½	.02		
12	Phos., dilute, U. S. P., in 8-ounce g. s. bottles.....oz.	645		.01½	.01½	.01½		
13	Salicylic, powdered, in 8-ounce bottles.....do.	870		.03½	.03½	.03		
14	Sulphuric, c. p., in 8-ounce g. s. bottles.....do.	605		.02	.01½	.02		
15	Sulphuric, aromatic, U. S. P., in 1-pound g. s. bottles.....lbs.	47	.48		.42	.40		
16	Tannic, pure, powdered, in 8-ounce bottles.....oz.	405	.05½		.03½	.05½		
17	Tartaric, powdered, in 1-pound bottles.....lbs.	42	.41		.38½	.39		
18	Fluid extracts, U. S. P.:							
19	Berberis aquifolium, in 16-ounce bottles, pounds.....	47	.48		.55		.56	.55
20	Belladonna, in 4-ounce bottles.....oz.	360	.03½		.05		.03½	.03½
21	Buchu, in 1-pound bottles.....lbs.	150	.74		.66		.75	.79
22	Cannabis indica, in 4-ounce bottles.....oz.	160	.11		.13		.10½	.11
23	Cascara sagrada, in 1-pound bottles.....lbs.	305	.75		.56		1.60	.60
24	Cimicifuga (racemosa), in 4-ounce bottles, ounces.....	365	.03		.03½		.033	.04
25	Cinchona (with aromatics), in 1-pound bottles.....lbs.	182	.54		.55		.72	.56
26	Colchicum seed, in 4-ounce bottles.....oz.	205	.05½		.06½		.05½	
27	Ergot, in 8-ounce bottles.....do.	1,470	.05		.06		.05	.04½
28	Ginger, in 1-pound bottles.....lbs.	230	.60		.62		.60	.60
29	Hamamelis, in 1-pound bottles.....do.	220	.28		.44		.28	.45
30	Hyoscyamus, in 4-ounce bottles.....oz.	260	.03½		.03½		.03½	.04½
31	Ipecac, in 8-ounce bottles.....do.	755	.20		.15		.17	.13
32	Jaborandi, in 8-ounce bottles.....do.	275	.03		.04½		.03	.04
33	Licorice, in 1-pound bottles.....lbs.	385	.24		.42		.24	.30
34	Poke root, in 1-pound bottles.....do.	32	.36		.44		.38	.50
35	Rhubarb, in 8-ounce bottles.....oz.	600	.03½		.05		.03½	.04½
36	Sarsaparilla, in 1-pound bottles.....lbs.	460	.88		.49		.42	.58
37	Seneka, in 8-ounce bottles.....oz.	775	.11		.08½		.10	.10
38	Senna, in 1-pound bottles.....lbs.	112	.34		.38		.36	.45
39	Stillingia, in 1-pound bottles.....do.	127	.34½		.38		.35	.48
40	Taraxacum, in 1-pound bottles.....do.	158	.31		.38		.32	.39
41	Valerian, in 1-pound bottles.....do.	80	.49		.55		.49	.56
42	Viburnum, in 8-ounce bottles.....oz.	2,230	.03½		.04		.033	.04½
43	Wild cherry, in 1-pound bottles.....lbs.	222	.35		.40		.44	.58
44	Solid extracts, U. S. P.:							
45	Belladonna, alcoholic, in 1-ounce jars.....oz.	31	.14		.14		.18	
46	Cannabis indica, in 1-ounce jars.....do.	10	.85		.66		.58½	



Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.
MEDICINES—continued.		
1	Tinctures—Continued.	
2	Arnica, U. S. P., in 32-ounce bottles.....bottles.	492
3	Belladonna, U. S. P., in 4-ounce bottles.....oz.	415
4	Cannabis indica, U. S. P., in 8-ounce bottles.....do.	160
5	Cantharides, U. S. P., in 4-ounce bottles.....do.	230
6	Digitalis, U. S. P., in 4-ounce bottles.....do.	675
7	Gelseminum, U. S. P., in 4-ounce bottles.....do.	260
8	Gentian, compound, U. S. P., in 1-pound bottles.....lbs.	465
9	Guaiac, ammoniated, U. S. P., in 8-ounce bottles.....oz.	590
10	Iodine, U. S. P., in 1-pound g. s. bottles.....lbs.	242
11	Chloride of iron, U. S. P., in 1-pound g. s. bottles.....do.	175
12	Myrrh, U. S. P., in 8-ounce bottles.....oz.	680
13	Nux vomica, U. S. P., in 8-ounce bottles.....do.	1,690
14	Opium, camphorated, U. S. P., in 1-pound bottles.....lbs.	715
15	Opium, U. S. P. (laudanum), in 1-pound bottles.....do.	260
16	Opium, deodorized, U. S. P., in 8-ounce bottles.....oz.	907
17	Veratrum viride, U. S. P., in 4-ounce bottles.....do.	196
18	Strophanthus, U. S. P., in 4-ounce bottles.....do.	355
19	Powdered, select:	
20	Aloes, socotrina, in 8-ounce bottles.....do.	140
21	Capsicum (cayenne pepper), in 1-pound bottles.....lbs.	68
22	Ipecac, in 8-ounce bottles.....oz.	155
23	Jalap, in 4-ounce bottles.....do.	152
24	Licorice root, in 8-ounce bottles.....do.	475
25	Opium, in 8-ounce bottles.....do.	194
26	Powder of opium, compound, U. S. P. (Dover's powder), in 8-ounce bottles.....do.	702
27	Rhubarb, in 4-ounce bottles.....do.	256
28	Miscellaneous:	
29	Acetanilid, compound, 5-grain tablets (100 in bottle). Formula: $3\frac{1}{2}$ grs. acetanilid, $\frac{5}{8}$ gr. bicarb. soda; $\frac{1}{8}$ gr. brom. soda, and $\frac{1}{4}$ grain. cit. caffen.....bottles.	1,590
30	Alcohol, U. S. P., in 32-ounce bottles.....do.	1,571
31	Alum, powdered, in 1-pound bottles.....lbs.	237
32	Ammonium, bromide of, in 8-ounce bottles.....oz.	670
33	Ammonium, carbonate of, hard lumps, in 8-ounce bottles.....do.	792
34	Ammonium, chloride of, granulated, pure, in 1-pound bottles.....lbs.	235
35	Amyl, nitrite, pearls of (5 drops each), in bottles of 25.....bottles.	68
36	Antimony and potassium, tartrate of, U. S. P. (tartar emetic), 1-ounce bottles.....oz.	34
37	Antipyrine.....do.	290
38	Bismuth, subnitrate of, U. S. P., in 8-ounce bottles.....do.	2,335
39	Borax, powdered, in 1-pound bottles.....lbs.	413
40	Bromine, in 1-ounce g. s. bottles.....oz.	21
41	Cerate, blistering, in 1-pound jars, with cover.....lbs.	27
42	Cerate, resin, in 1-pound jars, with cover.....do.	125

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## MEDICAL SUPPLIES—Continued.

Moffet-West Drug Co.	Meyer Bros. Drug Co.	Porter-Ryerson-Hoobler Co.	Mallinckrodt Chemical Works.	Chas. F. Weller.	J. S. Merrell Drug Co.	Parke, Davis & Co.	Chas. P. Noyes.	Number.
Points of delivery.								
St. Louis.	Omaha.	St. Louis.	Omaha.	St. Louis.	Chicago, New York, or St. Louis.	Chicago.		
.51 $\frac{1}{2}$	.49	.45	.50	.53 $\frac{1}{2}$	.52	1		
.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.03 $\frac{1}{2}$	.06	2		
.05	.06	.05	.03 $\frac{1}{2}$	.04 $\frac{1}{2}$	.05	3		
.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.02 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	4		
.03	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.03	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	5		
.03	.02 $\frac{1}{2}$	.02	.03	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	6		
.26	.27 $\frac{1}{2}$	.29	.26	.32	.28	7		
.03	.02 $\frac{1}{2}$	.03	.03	.033	.02 $\frac{1}{2}$	8		
.69 $\frac{1}{2}$	.76	.80	.65	.72	.76	9		
.37 $\frac{1}{2}$	.38	.38	.34	.41 $\frac{1}{2}$		10		
.03	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.02 $\frac{1}{2}$	.033	.03 $\frac{1}{2}$	11		
.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	12		
.28	.26	.27	.25	.28 $\frac{1}{2}$	.29	13		
.60	.69	.69	.70	.77 $\frac{1}{2}$	.75	14		
.05	.04 $\frac{1}{2}$	.04 $\frac{1}{2}$	.03 $\frac{1}{2}$	.04 $\frac{1}{2}$	.05	15		
.04	.03 $\frac{1}{2}$	.04	.08 $\frac{1}{2}$	.04 $\frac{1}{2}$	.04	16		
.05 $\frac{1}{2}$	.04	.04		.04 $\frac{1}{2}$	.04	17		
.02 $\frac{1}{2}$	.02 $\frac{1}{2}$		.02 $\frac{1}{2}$	.02 $\frac{1}{2}$		18		
.20	.21		.19	.26		19		
.10	.09 $\frac{1}{2}$		.10 $\frac{1}{2}$	.08		20		
.02 $\frac{1}{2}$	.01 $\frac{1}{2}$		.02	.02		21		
.01 $\frac{1}{2}$	.01 $\frac{1}{2}$		.01 $\frac{1}{2}$	.01 $\frac{1}{2}$		22		
.28	.23 $\frac{1}{2}$		.24 $\frac{1}{2}$	.24		23		
.05	.04 $\frac{1}{2}$	.06 $\frac{1}{2}$	.04 $\frac{1}{2}$	.06	.053	24		
.02 $\frac{1}{2}$	.02 $\frac{1}{2}$		.02 $\frac{1}{2}$	.02 $\frac{1}{2}$		25		
	.05 $\frac{1}{2}$	.06 $\frac{1}{2}$	.07	.06 $\frac{1}{2}$		26		
.78	.70		.72			27		
.11	.07 $\frac{1}{2}$	.12	.07 $\frac{1}{2}$	.07 $\frac{1}{2}$		28		
.03 $\frac{1}{2}$	.02 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03	.02 $\frac{1}{2}$		29		
.01 $\frac{1}{2}$	.01 $\frac{1}{2}$	.01 $\frac{1}{2}$	.01 $\frac{1}{2}$	.01 $\frac{1}{2}$		30		
.15 $\frac{1}{2}$	.12	.17	.16	.13 $\frac{1}{2}$		31		
				.40		32		
.05	.03 $\frac{1}{2}$	.05	.04	.03 $\frac{1}{2}$		33		
.19	.15		.17 $\frac{1}{2}$	.16 $\frac{1}{2}$		34		
.15 $\frac{1}{2}$	.13	.13	.14 $\frac{1}{2}$	.14 $\frac{1}{2}$		35		
.15 $\frac{1}{2}$	.13 $\frac{1}{2}$	.16	.14 $\frac{1}{2}$	.12 $\frac{1}{2}$		36		
	.14	.20	.15			37		
.52	.48	.48	.38	.49	.55	38		
.29	.19	.22	.28	.25	.22	39		

## Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.		
			Robert M. Fair.	Moffitt-West Drug Co.	Meyer Bros. Drug Co.
			Chicago.	St. Louis.	
MEDICINES—continued.					
Miscellaneous—Continued:					
1	Miscellaneous—Continued:				
2	Cerate, simple (ointment), in 1-pound jars, with cover.....lbs.	195		.33½	.29
3	Chalk, prepared, in 8-ounce bottles.....oz.	520		.01½	.01
4	Chloral, hydrate of, granulated, in 4-ounce g. s. bottles.....oz.	410			.07½
5	Chlorodyne, in 8-ounce g. s. bottles.....do.	1,135		.05½	.04½
6	Chloroform, purified, in 1-pound bottles, securely corked, with glass stopper attached separately (specify brand bid on).....lbs.	400			.54
7	Cocaine, hydrochlorate, in ½-ounce bottles.....oz.	27			3.60
8	Cocculus indicus.....do.	353		.00½	.00½
9	Cocoa butter, in ½-pound cakes.....lbs.	83		.38	.38
10	Collodion, in 2-ounce bottles.....oz.	600			.05½
11	Copaiba, balsam of, in 1-pound bottles.....lbs.	75	.44	.44	.44
12	Copper, sulphate of, in 4-ounce bottles.....oz.	250	.01½	.01	.01
13	Creosote, beechwood, in 1-ounce bottles.....do.	605			.07
14	Digitalis leaves, in 1-ounce packages.....do.	45			.01
15	Ergotine, tablets of, 2-grain, in bottles of 100 bottles.....do.	190			.17½
16	Ether, sulphate, stronger for anaesthesia, in 1-pound tins (specify brand bid on).....lbs.	225			.66
17	Glycerin, pure, in 1-pound bottles.....do.	1,385	a. 23 b. 30 c. 32½ d. 40	.24½	.19½
18					
19					
20	Gum arabic, powdered, pure, in 1-pound bottles, pounds.....oz.	37		.37	.27
21	Gum asafetida, in tins.....oz.	384			.02
22	Gum camphor, in 1-pound tins.....lbs.	351			.67
23	Hydrogen, peroxide, in 1-pound bottles, rubber cork.....lbs.	693			.17½
24	Iodine, resublimed, in 2-ounce g. s. bottles.....oz.	102		.20	.23½
25	Iodoform, powdered, in 4-ounce bottles.....do.	1,060		.23	.23
26	Iron, ammoniated, citrate of, in 8-ounce bottles.....do.	170		.03	.22½
27	Iron, pyrophosphate, in 4-ounce bottles.....do.	90		.03	.03½
28	Iron, reduced, in 1-ounce bottles.....do.	30		.03½	.04
29	Iron, dried sulphate of, c. p., in 4-ounce bottles.....do.	115		.06½	.03½
30	Iron and quinine, soluble citrate of, in 4-ounce bottles.....oz.	320		.01½	.01½
31	Lead, acetate of, gran., pure, in 1-pound bottles.....lbs.	100		.09½	.09½
32	Lithium, carbonate, in 1-ounce bottles.....oz.	102		.21	.18½
33	Lycopodium, in 4-ounce bottles.....do.	220	.05½	.15	.16
34	Magnesia, carbonate, in 4-ounce papers.....do.	515	.01		.05
35	Magnesia, heavy calcined, in 4-ounce bottles.....do.	208			.06½
36	Magnesia, sulphate of, in 10-pound tins, wrapped in strong paper, securely tied.....lbs.	3,055		.03½	.03½
37	Mercury, ammoniated (white precipitate).....oz.	270		.06½	.06½
38	Mercury, with chalk, in 4-ounce bottles.....do.	115		.03	.03
39	Mercury, cor. chlo. of, pure (corrosive sublimate), in 4-ounce bottles.....oz.	735		.03	.03
40	Mercury, pill of, U. S. P. (blue mass), in 1-pound jars.....lbs.	21		.06	.06
41	Mercury, mild chloride of, U. S. P. (calomel), in 4-ounce bottles.....oz.	950		.47	.46
42	Mercury, red oxide of, powdered, in 1-ounce bottles.....oz.	117		.06	.06
43	Mercury, yellow oxide of, powdered, in 1-ounce bottles.....oz.	141		.08	.08
44	Mercury, yellow sulphate, powdered, in 1-ounce bottles.....oz.	35		.11	.12

a 10½-ounce.

b 16-ounce.

c 20-ounce.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.							
	Porter-Ryerson Drug Co.	The Walter M. Lowney Co.	Mallinckrodt Chemical Works.	Chas. F. Weller.	J. S. Merrell Drug Co.	Parke, Davis & Co.	Chas. P. Noyes.	Alfred F. Burrows.
	Omaha.	Chicago.	St. Louis.	Omaha.	St. Louis.	Chicago, New York, or St. Louis.	Chicago.	St. Louis.
1								
2	.31			.28			.26	
3			.07½	.01½	.01½			
4	.05½			.09				
5						.05½		
6			.57			.56		
7			3.50	3.60	3.60	3.50		
8				.01	.00½			
9		.40		.36	.38			
10			.06	.05½	.06			
11				.44½	.44			
12			.01½	.01½	.015			
13			.08	.07½	.07½			
14				.02	.02	.02		
15			.63	d. 65	d. 67	.19		
16				.20	.19			
17								.36
18								
19								
20				.30	.30			
21				.02½	.02½			
22				.70	.73			
23								
24			.20	.21	.20			
25			.23	.23	.22			
26			.22½	.23	.23			
27			.03	.03½				
28			.03	.04				
29			.03½	.03½				
30			.06½	.03½				
31			.01½	.01½				
32				.09½				
33			.09½	.20	.18½			
34			.15	.16				
35				.05	.06½			
36				.09½	.00½			
37				.04½	.04			
38				.03	.03			
39			.09	.08	.08			
40			.03	.03½	.03½	.03½		
41			.05½	.06½	.06			
42			.47	.47	.46			
43			.06	.06½	.06½			
44			.08½	.08	.09			
			.11	.12	.12			
			.09	.10	.09			

d No sample.

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denotes rates

## MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Point of delivery.	
			Moffitt-West Drug Co.	Meyer Bros. Drug Co.
			St. Louis.	
MEDICINES—continued.				
Miscellaneous—Continued.				
1	Morphia, sulphate of, in 1-ounce bottles.....oz.	32	2.40	2.30
2	Ointment, mercurial, U. S. P., in 1-pound pots, with cover.lbs.	345	.52	.46
3	Ointment of nitrate of mercury, U. S. P. (citrine ointment), in 8-ounce pots, with cover.....oz.	835		.03
4	Oleate of mercury, 10 per cent, in 8-ounce bottles.....do.	550		.03
5	Pepsin, pure, <sup>30</sup> flakes, in 1-ounce bottles.....do.	431		.15
6	Pepsin, sacch., U. S. P., in 4-ounce bottles.....do.	1,210		.03
7	Petrolatum, 120° F., light colored, in 1-pound cans.....lbs.	3,060	.09	.09
8	Podophyllum, resin of, in 1-ounce bottles.....oz.	38		.15
9	Potassium, acetate of, in 1-pound bottles.....lbs.	90		.21
10	Potassium, bicarb., in 1-pound bottles.....do.	55	.17	.14
11	Potassium, bitar. of, pure, powdered, (cream of tartar), in 1-pound bottles.....lbs.	200	.35	.31½
12	Potassium, bromide of, granulated, in 8-ounce bottles.....oz.	1,495	.03	.02½
13	Potassium, caustic, in 1-ounce bottles.....do.	65		.03
14	Potassium, chlorate of, powdered, in 1-pound bottles.....lbs.	190	.16	.12
15	Potassium, iodide of, granulated, in 1-pound bottles.....do.	180		2.48
16	Potassium, nitrate of (saltpeter), powdered, in 1-pound bot- tles.....lbs.	90		.10½
17	Potassium, permanganate of, in 2-ounce bottles.....oz.	340	.03	.01½
18	Potassium and sodium tartrate (rochelle salt), powdered, in 1-pound bottles.....lbs.	480	.31½	.27
19	Quinia, sulphate of, in 1-ounce bottles (specify brand bid on).....oz.	1,075	.33½	α. 31
20	Salol, in 5-grain tablets (100 in bottle).....bottles.	795		.13½
21	Santonine, in 1-ounce bottles.....oz.	36		.48½
22	Senna leaves, in 1-pound packages.....lbs.	240	.11	.12
23	Silver, nitrate, fused, in 1-ounce bottles.....oz.	52		.41
24	Silver, nitrate, crystals, in 1-ounce bottles.....do.	46		.40
25	Sodium, bicarbonate, powdered, in 1-pound bottles.....lbs.	395	.11	.06½
26	Sodium, bromide, granulated, in 8-ounce bottles.....oz.	965	.03½	.02½
27	Sodium, phosphate, in 4-ounce bottles.....do.	1,875		.01½
28	Sodium, salicylate, powdered, in 8-ounce w. m. bottles.....do.	1,950		.02½
29	Solution of ammonia, 10 per cent, in 32-ounce g. s. bot- tles.....bottles.	960	.19	.16
30	Solution, arsenite of potassa, U. S. P. (Fowler's solution), in 8-ounce bottles.....oz.	915	.01	.00½
31	Solution iodide of arsenic and mercury, U. S. P. (Donovan's solution), in 8-ounce bottles.....oz.	385	.01½	.01½
32	Solution subsulphate of iron, U. S. P., in 4-ounce g. s. bot- tles.....oz.	345		.03
33	Spirits ammonia, aromatic, U. S. P., in 1-pound g. s. bot- tles.....lbs.	235	.36	.39
34	Spirits ether, compound, U. S. P. (Hoffman's anodyne), in 1-pound bottles, securely corked, with glass stopper at- tached separately.....lbs.	88		.72
35	Spirits ether, nitrous, U. S. P. (sweet spirits of niter), in 1-pound bottles, securely corked, with glass stopper attached separ- ately.....lbs.	290		.50
36	Spirits lavender, compound, U. S. P., in 1-pound bottles.....do.	112	.38	.34
37	Strychnia, sulphate, powdered, in 1-ounce bottles.....oz.	32		.80
38	Sulfonal, 5-grain tablets (100 in bottle).....bottles..	162		1.65

a No brand specified.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## MEDICAL SUPPLIES—Continued.

Armour & Co.	Porter-Ryerson-Hoobler Co.	Mallinckrodt Chemical Works.	Chas. F. Weller.	J. S. Merrell Drug Co.	Parke, Davis & Co.	Chas. P. Noyes.	The Cudahy Packing Co.	Number.
Points of delivery.								
Chicago, St. Louis, New York, or Omaha.	Omaha.	St. Louis.	Omaha.	St. Louis.	Chicago, New York, or St. Louis.	Chicago.	Omaha.	
		2.35	2.37	2.37½				1
		.51	.54	.52				2
		.03	.03½					3
			.04			.07	.02½	4
.30					.20			5
.05	.03½				.03½		.15	6
			.06					7
	.20		.22		.22			8
		.30	.20	.22				9
		.17	.19					10
		.33½	.34½	.33				11
		.02½	.02½	.02½				12
		.06	.06					13
		.17	.14½	.14½				14
		2.48	2.45	2.55				15
			.13½	.13				16
		.03	.02	.02½				17
		.29	.29½	.28				18
	a.34		.34	.32				19
.16		.15	.15		.14½			20
	.52	.54	.54	.53				21
		.10½	.10½	.10½				22
	.41	.46	.46					23
	.38½	.44	.44					24
		.08½	.08½	.09				25
		.02½	.03½	.03				26
		.01½	.01½	.01½				27
		.02½	.03½	.03				28
.22		.21	.20					29
.01½	.01½	.01½	.01	.01		.01		30
.01½	.01½	.01½	.01½	.01½		.02		31
	.02½							32
.38	.50	.36½						33
.90	.75	.72	.90					34
.49	.54	.52	.58					35
.85		.32	.34					36
	.85	.88	.90					37
1.20		1.30			1.60			38

a No brand specified.

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Harry B. Lyford.	Moffit-West Drug Co.	The Kny-Scheerer Co.
			Points of delivery.		
			Chica-go.	St. Louis.	St. Louis or New York.
MEDICINES—continued.					
	Miscellaneous—Continued.				
1	Sulphur, washed, in 1-pound bottles.....lbs..	490		.15½	
2	Sirup hypophosphate, lime, soda, and potash, U. S. P., in 1-pound bottles.....lbs.	2,520			
3	Sirup iodide of iron, U. S. P., in 1-pound bottles.....do..	500			
4	Sirup squill, U. S. P., in 1-pound bottles.....do..	1,210			
5	Sirup wild cherry, U. S. P., in 32-ounce bottles.....bottles.	1,770		.30	
6	Tolu balsam, in 4-ounce jars.....oz.	125		.04	
7	Wine colchicum, rad., U. S. P., in 1-pound bottles.....lbs.	63		.29½	
8	Zinc, acetate of, in 2-ounce bottles.....oz.	30			
9	Zinc, oxide of, in 8-ounce bottles.....do..	2,130			
10					
11	Zinc, phosphide, in 1-ounce g. s. bottles.....do..	11			
12	Zinc, sulphate of, in 8-ounce bottles.....do..	755			
INSTRUMENTS.					
13	Aspirators.....No..	7			5.45
14	Atomizers:				
15	C. & S., No. 5, with shield.....do..	31		.45	
16	Hand.....do..	360			
17					
18	Bedpans.....do..	60		1.10	
19	Binder's boards:				
20	2½ by 12 inches.....pieces.	*268			
21	4 by 17 inches.....do..	*280			
22	Bougies, flexible, hard and soft, assorted sizes.....No..	280			
23	Breast pumps.....do..	235		.16	
24	Cases:				
25	Field, operating.....do..	4			30.50
26	Operating (minor).....do..	11			16.25
27	Pocket.....do..	12			4.65
28	Stomach pump and tube.....do..	10			
29	Tooth-extracting.....do..	8			
30	Catheters, flexible, assorted sizes.....do..	486		.03½	
31	Cupping glasses, assorted sizes.....do..	52		.18½	
32	Felt, for splints.....sq. yds.	20			
33	Lancet, thumb.....No..	13			
34	Needles:				
35	Surgical, assorted.....doz.	71			
36	Upholsterer's.....No..	9			
37	Obstetrical forceps.....do..	4			
38	Powder blower, for larynx.....do..	60			
39	Probangs.....do..	245		.05	
40	Scissors:				
41	4-inch.....do..	30	.20½		
42	6-inch.....do..	35	a. 22½		
43	Speculum for the ear.....do..	10			
44	Speculum for the rectum.....do..	11			
45	Speculum for the vagina, bivalve.....do..	12			
46	Splints, assorted sizes.....doz.	40			
47	Sponge holders for throat.....No..	30		.05	
48	Stethoscopes, Camman's double.....do..	28			
49	Syringes:				
50	Davidson's self-injector.....do..	207			
51	Ear, glass.....doz.	150		.30	

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.												Number.
	Meyer Bros. Drug Co.	Porter-Ryers on-Hoobler Co.	W. H. Hamilton	Bless-Moore Instrument Co.	Adelbert M. Foster.	Mallinckrodt Chemical Works.	Whitall-Tatum Co.	Chas. F. Weller.	J. S. Merrell Drug Co.	Parke, Davis & Co.	William F. Keller.	Charles P. Noyes.	
	St. Louis.	Oma-ha.	New York, Chicago, or St. Louis.	St. Louis.	Chi-cago.	Oma-ha.	St. Louis.	Chi-cago, New York, or St. Louis.	Chicago.				
1	.10			.15		.12	.12						1
2	.16	.17				.21		.16		.16½			2
3	.37½	.38		.35		.38	.39	.37		.42			3
4	.11	.13				.14		.12½		.14			4
5	.25	.28				.23		.28		.43			5
6	.03					.03½	.04						6
7	.23	.24				.28		.25					7
8	.02			.03		.06							8
9	.01			.01½		.01½							9
10	.01½												10
11	.16			.14		.17							11
12	.00½			.01		.01½							12
13			4.50	6.00								5.50	13
14	1.98												14
15	.30			.50	.22	.25	a. 30		a. 22	.31			15
16									a. 32				16
17	.47			2.10		.54			a. 62				17
18									a. 50				18
19													19
20	.03½			.35		.04			a. 03½	.03½			20
21	.14			.20		.13	a. 15	.15	a. 16	.15			21
22													22
23			31.50	32.00								34.50	23
24			16.50	21.00								22.00	24
25												19.50	25
26			4.70	5.63								4.25	26
27												5.25	27
28												.95	28
29												5.25	29
30	.03½			.15		.12	.12½			.03½			30
31				.20		.04	.20			.06			31
32	5.50			.33						5.20			32
33										.30			33
34	.25			.30						.20			34
35										.09			35
36			2.35	3.37		.30				2.25			36
37	.30			.40		.03½	.03½	.03½		.03½			37
38	.03½												38
39				.37						.25			39
40				.50						.61			40
41				.56						.60			41
42				1.05						.88			42
43				.90						.74			43
44										.48			44
45										.20			45
46				1.25						.90			46
47	1.04												47
48	.28			.31		.32	a. 05		a. 37½	.30			48

a No sample.

\* No bid.



Moffitt-West Drug Co.	Meyer Bros. Drug Co.	Seabury & John- son.	Bless-Moore In- strument Co.	Adelbert M. Fos- ter.	Whitall Tatun Co.	Charles F. Weller.	William F. Keller.	Chas. P. Noyes.	Number.
Points of delivery.									
St. Louis.		Chicago.	St. Louis.		Chicago.	Omaha.	Chicago.		
1.25	1.25		1.14		.47		a 1.24	1.20	1
	.44						a .50		2
.01 $\frac{1}{2}$	.01 $\frac{1}{2}$			.01 $\frac{1}{2}$	.02 $\frac{1}{2}$	a .03 $\frac{1}{2}$	a .83		3
	.30				.32	a .28	a .02 $\frac{1}{2}$	.02	4
			.37				.29	.40	5
				.50				.17	6
			.75					.27	7
								1.42	8
	a 1.30		1.12					1.18	9
.50	.65		.55				a .46	.64	10
	.14 $\frac{1}{2}$		.37		.15		a .16	.25	11
			1.00					.90	12
			.25					.20	13
.45	.52 $\frac{1}{2}$			.42	.54		a .42	.55	14
							a .46		15
							a .90		16
		2.72							17
.08 $\frac{1}{2}$	.40	.39	.60		.08		a .10	.40	18
	.08 $\frac{1}{2}$	.09					a .20	.08	19
	.22	.20					a .45		20
		.16							21
	.11	.10						.03 $\frac{1}{2}$	22
									23
	.40	.30	.50						24
	a 1.00	.70							25
		1.15						1.10	26
									27
	.41 $\frac{1}{2}$	.40							28
	.15	a .12							29
	.61	a .54							30
									31
	.08								32
									33
									34
	.05							.08 $\frac{1}{2}$	35
									36
							a .02 $\frac{1}{2}$		37
							a .02 $\frac{1}{2}$		38
							a .03 $\frac{1}{2}$		39
		.14							40
	.57	.42							41
	.38	.28							42
	.11	.10							43
.02 $\frac{1}{2}$									44
	.48	.33							45
	.21	.18							46
	.31				.35			.32	47
						a .60	.65	.57	48
							a .55		49

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.				
			Points of delivery.				
			Chicago.	St. Louis.	St. Louis or Chicago.	St. Louis.	
	SURGICAL DRESSINGS—continued.						
1	Tubes, rubber, drainage, Nos. 1, 2, and 3.....yds..	162					
	DISINFECTANTS.						
2	Acid, carbolic, 95 per cent, for disinfection, 1-pound bottles.....lbs..	1,670		.23		.18	
3	Iron, sulphate of, commercial, in 10-pound wooden boxes.....lbs..	1,345				.01½	
4	Lime, chloride, in 5 and 10 pound impervious boxes.....lbs..	4,655				.03½	
5	Solution sodium, chlorinated, Labarraques's, in g. s. quart bottles.....bot.	590		.21		.16	
6	Sulphur, in rolls.....lbs..	1,530		.02½		.02½	
	HOSPITAL STORES.						
7	Arrowroot, Bermuda, Taylor's.....lbs..	70		.30		.25	
8	Barley, in 1-pound packages.....do..	365				.06	
9	Beef extract, in ¼-pound packages.....do..	175			1.50	1.40	
10							
11	Cinnamon, ground, in 8-ounce w. m. bottles.....oz..	300		.01½		.01½	
12	Cocoa, in tins.....lbs..	345		.32		.05½	
13	Cornstarch, in 1-pound packages.....do..	335				.05½	
14	Flaxseed, whole.....do..	2,292		.04½		.02½	
15	Flaxseed meal, in tins.....do..	2,245		.06½		.04½	
16	Gelatin.....do..	100				.25	
17	Ginger, ground, in 8-ounce bottles.....oz..	660		.01½		.01½	
18	Mustard, ground, in 1-pound tins.....lbs..	265		.16½		.20	
19	Soap:						
20	For medicinal use.....do..	2,055				.10½	
	Castile, white.....do..	2,295				.10	
	MISCELLANEOUS.						
21	Basins, wash, hand, agate or granite ware.....No..	65		.13½			
22	Blank books, cap, half-bound, 4 quires.....do..	25		.16½			
23	Blowers for insect powder.....do..	275		.03		.03½	
24	Boxes:						
25	Ointment, impervious.....doz..	2,445					
26	Powder.....do..	1,690				.04½	
27	Capsules, gelatin, assorted, Nos. 0 to 4.....box..	2,025					
28	Cork pressers.....No..	13		.18		.18	
29	Corkscrews.....do..	47		.10	.12	.17	
30				.11			
31	Corks, velvet, best, assorted, Nos. 1 to 10.....gross..	1,010	.5239			.16	
32	Dippers, tin, quart.....No..	50	.4161	.04½			
33				.08			
34							
35	Dispensatory of United States, edition of 1902.....do..	14				5.92	
36	Droppers, medicine.....do..	6,655				.00½	
37	Funnels:						
38	Glass, 8-ounce.....do..	38		.06½		.07	
39	Tin, pint.....do..	*31					
40	Hones.....do..	12		.40			
41	Insect powder.....lbs..	245		.18		.17	
42	Labels, blank, prescription, gummed, 2 sizes, hundred.....do..	690					
43	Measures, graduated, glass, 8-ounce.....No..	23		.25		.22	
						.25	

\*No bids.

a No sample.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.  
at which contracts have been awarded.]

## MEDICAL SUPPLIES—Continued.

Number.	As specified.	Chicago.	St. Louis.	Chicago.	St. Louis.	Chicago.	Omaha.	St. Louis.	Chicago, New York, & St. Louis.	Chicago.	Omaha.	Chicago or St. Louis.	Number.
1										.09½			1
2					.15			.20					2
3						a. 02							3
4						a. 03½							4
5					.23								5
6						.02½		.02½					6
7						.30		.30					7
8	b 2.29								1.40		1.25		8
9	b 1.40												9
10						a. 01½							10
11						a. 30							11
12		.34											12
13						a. 03		.03					13
14						a. 05							14
15						.26		.26					15
16	c.25					a. 01½		.01½					16
17						a. 16½		.16					17
18													18
19	c.092												19
20													20
21													21
22										.10			22
23							.03½	.04		.03½			23
24										.24		a.17	24
25						a. 06½				.06		.04½	25
26						a. 07	.03			.03½			26
27										.15	.10		27
28													28
29													29
30			.16½					.30					30
31													31
32													32
33													33
34							6.00						34
35						a. 00½			.01	a. 01	.00½		35
36		.008			.01					a. 07			36
37													37
38													38
39											.40		39
40						a. 18½			.17	.19			40
41											.03		41
42										a. 19			42

b Delivery: Chicago, New York, St. Louis, or Omaha.  
d ¼, ½, and 1 ounce sizes, nested.

c Delivery: Chicago,

Abstract of proposals received and contracts awarded in St. Louis, Mo., under

[NOTE.—Figures in large type denote rates

## MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Harry B. Lyford.
			Points of delivery.
			Chicago.
MISCELLANEOUS—continued.			
1	Measures:		
2	Graduated, glass, 4-ounce.....No..	30	
3	Graduated, glass, minim.....do..	32	
4	Tin, pint.....do..	*26	
5	Tin, quart.....do..	*31	
6	Medicine glasses, 1-ounce, graduated.....doz..	140	
7	Mortars and pestles, wedgwood:		
8	3-inch.....No..	2	
9	4-inch.....do..	7	
10	6-inch.....do..	4	
11	8-inch.....do..	9	
12	Mortars and pestles, glass, 4-inch.....do..	10	
13	Paper:		
14	Filtering, round, gray, 10-inch.....packs..	43	
15	Litmus, blue and red, in boxes of 1 dozen books.....box..	45	
16	Wrapping.....gr..	1,000	
17	Percolators, glass, 1-gallon.....No..	6	
18	Pill boxes, 1/2 paper, 1/2 turned wood.....doz..	2,100	
19	Pill tiles:		
20	6-inch.....No..	3	
21	10-inch.....do..	7	
22	Saddlebags, medical, convertible.....do..	3	
23	Scales and weights, prescription.....do..	9	
24	Spatulas:		
25	3-inch.....do..	38	.11
26	6-inch.....do..	30	.17
27	Spirit lamps.....do..	14	
28	Test pellets for urinalysis, set of, in glass bottles.....bottles..	*62	
29	Test tubes, 3 to 7 inches.....nests..	71	
30	Thermometers:		
31	Clinical, with certificate.....No..	460	b. 27
32	Mercurial.....do..	74	.05 1/2
33	Spirit.....do..	52	.05 1/2
34	Thread:		
35	Linen, unbleached.....oz..	*120	
36	Cotton, spools, assorted.....No..	*255	
37	Tubes, glass, assorted sizes.....gross..	22	
38	Twine, wrapping, cotton.....oz..	1,575	c. 25
39	Vials:		
40	1-ounce.....doz..	960	
41	1-ounce.....do..	1,355	
42	2-ounce.....do..	2,260	
43	4-ounce.....do..	2,375	
44	6-ounce.....do..	1,565	
45	Wax, white, in paper.....oz..	200	
46	Wire netting for splints, No. 4.....sq. ft..	130	

\* No bids.

a No sample.

b No certificate.

c For 16 ounces avoirdupois

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## MEDICAL SUPPLIES—Continued.

Moffitt West Drug Co.	Meyer Bros. Drug Co.	Blees-Moore Instru- ment Co.	Adelbert M. Foster.	Whitall-Tatum Co.	Chas. F. Weller.	J. S. Merrell Drug Co.	Wm. F. Keller.	Chas. P. Noyes.	The Randolph Paper Box Co.	
Points of delivery.										
St. Louis.				Chicago.	Omaha.	St. Louis.	Chicago.		Chica- go or St. Louis.	Number.
.19	.15			.20	a. 26	.15	a. 14			1
.15	.18 .15			.16	a. 16	a. 15	a. 14			2
.21	.21		.19	.21			a. 23	.20		3
	.18			.18			a. 21			4
	.27			.28			a. 27			5
	.42			.44			a. 55			6
	.75			.78			a. 75			7
	.18			.20			a. 16			8
	a. 22			.18	a. 21	a. 23	a. 25			9
	.18				a. 19					10
	.25			.50	a. 08					11
	.06						a. 23		e. 04	12
	a. 03						a. 02 1/2			13
	.32			.28			a. 05			14
	.72			.68						15
	8.00							1.20		16
	1.65							1.60		17
.13	.13			.16	.13	.13	.15	.15		18
.21	.20			.26	a. 21	.25	a. 24	.22		19
.13	.10			.10	a. 10		a. 10			20
	.07			.05	.06					21
.28	.30	b. 40		.29			a. 38			22
.06	.08			.07	.06		a. 40			23
	.08			a. 07	a. 06		.06			24
							a. 06	.06		25
										26
										27
										28
										29
										30
										31
										32
										33
				.82						34
					a. 01 1/2			.01 1/2		35
										36
			.09 1/2	.12 1/2	a. 11 1/2					37
			.11 1/2	.13 1/2	.12 1/2					38
			.139	.14 1/2	.14 1/2					39
			.19 1/2	.21 1/2	.22					40
			.24	.25 1/2	.25 1/2					41
	.02 1/2				a. 02 1/2	.03				42
								.10		43

e Turned wood.

d Bids on "1/2 paper" boxes.

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.	Quality awarded.	Points of delivery.			
			Henry T. Kent.	Martin P. Donahoe.	Francis H. Cabot.	Robert M. Fair.
			Not specified.	St. Louis.	New York or Chicago.	Chicago.
1	48 by 76 inches, indigo-blue, for single beds, to weigh not less than 3 pounds each.....No.	335	a. 65	a. 7650	.....	a. 7175 a. 7725
2	60 by 76 inches, indigo-blue, for double beds, to weigh not less than 4½ pounds each.....No.	1,414	a. 65	a. 7650	.....	a. 7175 a. 7725
3	48 by 76 inches, scarlet, for single beds, to weigh not less than 3 pounds each.....No.	707	a. 65	a. 7650	a. 72	a. 7175 a. 7725
4	60 by 76 inches, scarlet, for double beds, to weigh not less than 4½ pounds each.....No.	1,968	a. 65	a. 7650	a. 72	a. 7175 a. 7725
5	48 by 76 inches, white, for single beds, to weigh not less than 3 pounds each.....No.	146	a. 70	a. 79	.....	a. 7175 a. 7974
6	60 by 76 inches, white, for double beds, to weigh not less than 4½ pounds each.....No.	311	a. 70	a. 79	.....	a. 7175 a. 7974

## WOOLEN AND KNIT GOODS.

CLASS No. 2—WOOLEN AND KNIT GOODS.						
13	Flannel dress:					
14	Dark blue, 50 to 54 inch.....yds.	19,260	.47	.3750	.....	.4687 .4385 .4882
15						
16	Gray, 50 to 54 inch.....do.	6,300	.47	.3750	.....	.4687
17						
18	Flannel, red, twilled.....do.	2,120	.....	.27	.....	.2560 .2715
19				.29	.....	
20	Drawers:					
21	Boys', knit, light, for summer wear, assorted sizes, 24 to 30.....pairs.	9,975	.....	.1750 .2125	.....	.16½ .20 .22 .14½ .17
22						
23	Men's knit, light, for summer wear, assorted sizes, 24 to 40.....pairs.	11,460	.....	.27 .29 .31	.....	.27½ .24 .27 .29 .23
24						
25						

a Per pound.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## BLANKETS.

Number.	Points of delivery.							
	John Wanamaker.	The Manhattan Supply Co.	David Eiseman.	John C. Eames.	Rugene Walrath.	David D. Walker, jr.	Wm. Lehman.	Frank L. Stott.
	New York.	Not specified.	St. Louis.	New York.	St. Louis.	New York.	Chicago.	New York.
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

## WOOLEN AND KNIT GOODS.

.5280		.38½	.47½		.47	.4869	.451	13
.60			.57½		.48			14
.67½								15
.64½								16
.48½		.37½	.47½		.46	.4869	.451	17
.48½		.53½	.47½		.48			18
.52½			.57½					19
.58½			.57½					20
	.23	.28½		.24	.25	.2739		21
	.24	.32		.26		.3246		22
	.28	.30		.29				23
	.30							24
								25
.28½		.17½		.16	.115	.21	.20½	26
		.22			.12		.20½	27
		.24½			.175			28
					.27			29
								30
.36½		.26½		.23	.26	.21	.29½	31
		.33½			.295	.27½		32
		.29½			.315			33
		.316			.335			34
		.33						35

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

## WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.		Quantity awarded.
1	Fascinators, woolen .....	doz.	480
2			
3			
4			
5			
6			
7			
8			
9			
10			
11	Hoods, woolen, assorted sizes .....	do.	210
12			
13			
14			
15			
16			
17			
18			
19			
20	Hose:		
21	Misses', woolen, medium weight, assorted sizes, Nos. 6½ to 8½ .....	do.	98
22			
23			
24			
25	Women's, woolen, medium weight, assorted sizes, Nos. 9 to 10 .....	do.	172
26			
27			
28	Misses', cotton, medium weight, assorted sizes, Nos. 6½ to 8½ .....	do.	120
29			
30			
31			
32			
33	Women's, cotton, medium, assorted sizes, Nos. 9 to 10 .....	do.	90
34			
35			
36	Misses', woolen, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 6½ to 8½ .....	doz.	800
37			
38			
39			
40			
41	Women's, woolen, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 9 to 10 .....	doz.	450
42			
43			

a No sample.

b No. 6½

c No. 7

d No. 7½ Two samples offered at this price.

e No. 8

f No. 8½

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## WOOLEN AND KNIT GOODS—Continued.

John Wanamaker.	The Manhattan Supply Co.	David Eiseman.	John C. Eames.	David D. Walker, jr.	Martin P. Donahoe.	Robert M. Fair.	Nathaniel H. White-side.	
Points of delivery.								
New York.	Not specified.	St. Louis.	New York.	St. Louis.		Chicago.		Number.
		2.49	2.00		2.00	2.25	1.65	1
			2.00		2.15	2.25	1.70	2
			2.25		2.35	2.25	1.90	3
			2.25			2.25	2.00	4
			2.25			2.25	2.25	5
						2.25	2.25	6
							2.25	7
							2.50	8
							2.50	9
							2.50	10
2.6853			2.90			2.75	2.62½	11
3.1736			3.37½			3.25	2.75	12
3.6618			3.90			2.75	2.75	13
						3.50	2.75	14
						2.75	3.25	15
						3.50	3.25	16
						3.75	3.50	17
							3.50	18
							3.75	19
2.31			1.15	b 1.78	2.10	1.95	1.92½	20
2.36				c 1.88		2.05	2.10	21
2.41				d 1.98		2.15		22
2.46				e 2.08		2.17½		23
		1.94	1.85	f 2.18				24
				1.90	2.00	1.89½	2.10	25
				1.95		1.95	1.94	26
						1.98		27
1.31			1.05	b .975		.98	1.20	28
				c 1.025		1.07½	1.25	29
				d 1.075		1.20		30
				e 1.125		1.27½		31
				f 1.175				32
	.90		.85	.85	.85	.82½	.85	33
				.925	.85	.85	.93	34
				.975	.90	.97½		35
2.31	a 1.20	1.99	2.00	b 1.78	2.10	1.85	1.92½	36
2.36	a 1.10			c 1.88		2.00	2.10	37
2.41				d 1.98		2.10		38
2.46				e 2.08		2.12½		39
				f 2.18				40
		2.03	2.10	1.90		1.92½	2.10	41
				1.90			1.97	42
				1.95				43

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

## WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Points of delivery.		
			John Wanamaker.	The Manhattan Supply Co.	David Eiseman.
			New York.	Not specified.	St. Louis.
1	Hose:				
2	Misses', cotton, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 6½ to 8½....doz..	2,375	1.25	1.10 1.15 1.20	1.22 1.08
3					
4					
5					
6					
7					
8					
9					
10					
11	Women's, cotton, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 9 to 10, dozen.....	2,100		1.54	1.83 1.93
12	Mittens:				
13	Boys', woolen, assorted sizes.....doz..	470	1.37½ 1.65	1.10 1.20	
14					
15	Men's, woolen, assorted sizes.....do..	360	2.25	1.40 1.80 1.90	
16					
17					
18					
19					
20					
21	Girls', woolen, assorted sizes.....do..	575	1.37½ 1.45		1.40 1.40
22					
23					
24					
25					
26	Pants:				
27	Ladies', knit, light, for summer wear, assorted sizes, 32 to 36.....pairs..	7,180	.16½		.1635
28	Misses', knit, light, for summer wear, assorted sizes, 24 to 30.....pairs..	6,660	.13½		.1317
29					
30	Shawls, about ¾, black mixed and brown mixed, high colored and tartan plaid.....No..	3,830	1.40 1.60	.99 1.17 1.31	1.25 1.40 1.55
31					
32					
33					
34					
35					
36	Skirts, balmoral.....do..	8,810		.647	
37					
38					

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## WOOLEN AND KNIT GOODS—Continued.

Number.	Points of delivery.								Number.
	John C. Eames.	David D. Walker, jr.	Martin P. Donahoe.	Robert M. Fair.	Nathaniel H. White-side.	Wm. Lehman.	Samuel Hermann.	Wm. F. Pippey.	
	New York.	St. Louis.	Chicago.	New York.	New York or Chicago.				
1	1.22½	a 1.00 a 1.075 b 1.05 b 1.125 c 1.10 c 1.175 d 1.15 d 1.225 e 1.20 e 1.275	1.10 1.15 1.17	1.17½ 1.25 1.40	1.20 1.25 1.17½				1
2									2
3									3
4									4
5									5
6									6
7									7
8									8
9									9
10									10
11	1.50	1.60 1.725	1.83	1.82½ 2.00	1.97				11
12									12
13		1.00		1.05	.77½				13
14		1.50		1.10	.87½				14
15		1.75		1.25	1.07½				15
16		1.65		1.12½	1.07½				16
17		1.90		1.37½	1.19				17
18				1.72½	1.49				18
19				1.72½					19
20				1.75					20
21		1.25	1.25	1.36	1.42½				21
22		1.40	1.40	1.43	1.43½				22
23		1.40		1.46	1.49				23
24				1.44					24
25				1.45					25
26		.16		.15	.17	.19			26
27				.14					27
28				.14	.14	.18			28
29				.12					29
30				1.25	1.12		1.15		30
31				1.37½	1.35		1.32½		31
32				1.50	1.50				32
33				1.50					33
34				1.85					34
35				2.05					35
36							.66		36
37								.71½	37
38								.62½	38

a No. 6½.

b No. 7.

c No. 7½.

d No. 8.

e No. 8½.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

## WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Points of delivery.		
			John Wanamaker.	The Manhattan Supply Co.	David Eiseman.
			New York.	Not specified.	St. Louis.
1	Socks:				
2	Boys', woolen, assorted sizes, Nos. 8 to 10 ....doz...	575			
3	Men's, woolen, assorted sizes, Nos. 9½ to 11½...do...	567			
4					
5					
6	Boys', cotton, heavy, assorted sizes, Nos. 8 to 10...do...	1,410			
7					
8					
9	Men's, cotton, heavy, assorted sizes, Nos. 9½ to 11½...doz...	1,225		.80	
10					
11					
12	Men's, cotton, medium weight, assorted sizes, Nos. 9½ to 11½...doz...	910			
13					
14					
15					
16					
17	Undershirts:				
18	Boys', light, for summer wear, assorted sizes, 24 to 30.....No.	9,115	28½		.17½ .22 .24½
19					
20	Men's, light, for summer wear, assorted sizes, 32 to 38.....No.	12,950	.36½		.26½ .29½ .316 .33½
21					
22	Vests:				
23	Ladies', knit, light, for summer wear, assorted sizes, 32 to 38.....No.	10,145	.16½		.1635
24					
25	Misses', knit, light, for summer wear, assorted sizes, 24 to 30.....No.	6,840	.13½		.1317
26					
27	Yarn:				
28	Assorted colors, 4-ply.....lbs.	1,175			
29					
30	Gray, 4-ply.....do.	285			

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.  
at which contracts have been awarded.]

## WOOLEN AND KNIT GOODS—Continued.

John C. Eames.	Rugene Walrath.	David D. Walker, jr.	Wm. Lehman.	Isaac Berg.	Martin P. Donahoe.	Robert M. Fair.	Nathaniel H. Whiteside.	Edward Barnes.	American Hosiery Co.	J. P. Naurath.	Number.
Points of delivery.											
New York.		St. Louis.	New York.		St. Louis.	Chicago.		New York.			Number.
-----	-----	1.40	-----	-----	-----	a 1.67	1.61	-----	-----	-----	1
-----	-----	1.55	-----	-----	-----	-----	-----	-----	-----	-----	2
1.75	-----	1.65	-----	-----	1.75	1.70	1.73	-----	-----	-----	3
-----	-----	1.825	-----	-----	-----	-----	1.98	-----	-----	-----	4
-----	-----	1.825	-----	-----	-----	-----	-----	-----	-----	-----	5
.70	-----	1.85	-----	-----	-----	-----	-----	-----	-----	-----	6
-----	-----	.64	-----	-----	.67	a. 62½	.72½	.53	-----	-----	7
-----	-----	.69	-----	-----	.70	a. 74	-----	.62	-----	-----	8
-----	-----	.74	-----	-----	-----	a. 77½	-----	-----	-----	-----	9
-----	-----	.79	-----	-----	-----	-----	-----	-----	-----	-----	10
.80	-----	.75	-----	-----	.82	.83	.86	.74	b. 12½	-----	11
-----	-----	.79	-----	-----	.85	.83	-----	.76	-----	-----	12
-----	-----	.79	-----	-----	.85	.8554	-----	1.00	-----	-----	13
-----	-----	.90	-----	-----	.85	.8554	-----	.85	-----	-----	14
-----	-----	-----	-----	-----	-----	.9776	-----	.90	-----	-----	15
-----	-----	-----	-----	-----	-----	.9776	-----	.95	-----	-----	16
.65	-----	.70	-----	-----	.60	.62½	.67	-----	.12½	-----	17
-----	-----	.72	-----	-----	.72	.72½	-----	-----	-----	-----	18
-----	-----	-----	-----	-----	-----	.72½	-----	-----	-----	-----	19
-----	-----	-----	-----	-----	-----	.77½	-----	-----	-----	-----	20
-----	.16	.115	.21	-----	.1750	.16½	.20½	-----	-----	-----	21
-----	-----	.12	-----	-----	.2125	.20	.20½	-----	-----	-----	22
-----	-----	.175	-----	-----	-----	.22	-----	-----	-----	-----	23
-----	-----	.27	-----	-----	-----	.14½	-----	-----	-----	-----	24
-----	-----	-----	-----	-----	-----	.17	-----	-----	-----	-----	25
-----	.23	.26	.21	-----	.27	.27½	.29½	-----	-----	-----	26
-----	-----	.295	.27½	-----	.29	.24	-----	-----	-----	-----	27
-----	-----	.315	-----	-----	.31	.27	-----	-----	-----	-----	28
-----	-----	.335	-----	-----	-----	.29	-----	-----	-----	-----	29
-----	-----	-----	-----	-----	-----	.23	-----	-----	-----	-----	30
-----	-----	.135	.19	-----	-----	.15	.17½	-----	-----	-----	31
-----	-----	-----	-----	-----	-----	.11	-----	-----	-----	-----	32
-----	-----	.135	-----	-----	-----	.13	.14	-----	-----	-----	33
-----	-----	-----	-----	-----	-----	.11	-----	-----	-----	-----	34
.59½	-----	.60	-----	.55	-----	c. 72½	.57	-----	-----	-----	35
-----	-----	-----	-----	-----	-----	c. 57½	-----	-----	-----	-----	36
.59½	-----	-----	-----	.55	-----	c. 57½	.57	-----	-----	d. 35	37

a Nos. 8½, 9, 9½ only.

b Nos. 9½ to 11 only.

c Only.

d 2-ply wool.



## Abstract of proposals received and contracts awarded in New York City under

[NOTE.—Figures in large type denote rates

## COTTON GOODS.

Number.	CLASS NO. 3. COTTON GOODS.	Quantity awarded.	Points of delivery.			
			John Wan- maker.	The Manhattan Supply Co.	David Eisenman.	John C. Barnes.
			New York.	Not speci- fied.	St. Louis.	New York.
1	Apron check, 30-inch sample required of at least 1 linear yard.....yds..	166,830			.0748 .08½	.0862
2						
3	Bids will also be received for percale, 80 by 84 count. Indigo dye. Absolutely fast colors.....yds..	4,000			.095	.08775
4						
5						
6	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..	3,255	1.355 1.52			
7						
8	Bedspreads, white:					
9	Single.....do...	455	.6125 .7625 .815 .825 .8675	.59 .72 .74	.565 .725	.73 .83
10						
11	Double.....do...	1,190	.8675 1.01 1.0775 1.129 1.1825 1.234	.73 .85 .82 .94 1.04	.815 .885 .975	.84 .91
12						
13	Bedticking, blue and white stripe.....yds..	3,460	1.234 .10		.10 .1040	.08 .0875 .09 .0925 .10 .1125 .0375 .04
14						
15	Cambric, colored.....do...	8,870	.0875 .0375 .04 .04		.0406	.0825 .0850 .09
16						
17	Canton flannel, brown, heavy.....do...	128,185			.07½ .085 .08½ .0875 .08½ .095	.0825 .0850 .09
18						
19						
20						
21	Canvas, tailor's, unbleached.....do...	5,660		.08 .104 .105 .124	.13 .12½ .1425 .1375 .1375	d.0920 e.0995 f.1070
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						

a No sample.  
b Black, and black and white shirting, 34-inch  
c One-half to each.  
d 20-inch.  
e 22-inch.  
f 24-inch.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## COTTON GOODS.

Number.	Points of delivery.										
	David D. Walker, jr.	Wm. Lehman.	Ellis H. Gimbel.	E. J. H. Estabrooks.	Martin P. Donahoe.	Frank L. Palmer.	Robert M. Fair.	Nathaniel H. Whiteside.	Joseph N. Damon.	Jas. M. Hayes Woolen Co.	Wallace M. Brown.
	St. Louis.	New York.	St. Louis.	New York.	Chicago.	New York.	St. Louis.	New York.	St. Louis.	New York.	St. Louis.
1	.059	.0475	a.0880	.084	.0824		.0825	.0748			
2	.06	.0675					.0715				
3		.075					.0656				
4				.092	.0925		.09				
5				b.0825							
6				b.085							
7			1.48		1.32	1.25	1.29	1.3775	1.39		
8			1.65								
9			1.83								
10	.69	.60	.735		.6850		.65	.95			
11		.675	.825		.71		.71	1.10			
12		.75	.85								
13			1.075								
14											
15	.525	.715	.80		.85		.69	1.12			
16	.81	.85	.875		.95		.765				
17	1.00	.90	.88				.85				
18			.99				.92				
19							1.00				
20	.0625		.11		.0882		.0874	.1012			
21	.0725				.0960		.1068				
22	.08				.1067		.0728				
23	.085						.1019				
24							.0971				
25							.0971				
26	.03875				.0398		.0395	.0398			
27	.04125				.0373		.0374				
28											
29											
30	.075	.065	.0783		.0727		.0680	.0735			
31	.08375	.0725	.0825		.0812		.0728	.0787			
32	.0875	.0775	.0880		.0820		.0753	.0769			
33		.0825			c.0825		.0867				
34					.0840		.0844				
35											
36							.0820				
37							.0840				
38							.09½				
39							.09½				
40							.0840				
41			.11		.0699		.0662		.165	.07½	.13
42			.10		.0749		.07½		.1475	.08½	.12
43			.09		.0899		.0760		.15	.1025	
44					.1098		.0775		.135	.10½	
45							.105		.1225		
							.11				

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.		
			John Wanamaker.	The Manhattan Supply Co.	David Eiseman.
			New York.	Not specified.	St. Louis.
1	Cheviot, cotton.....yds..	20,480			.0725
2					
3					
4					
5					
6	Cotton, knitting, white and colored, medium, Nos. 10 to 18, pounds.....	635			
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19	Cotton bats, full net weight.....lbs..	1,315			.10 $\frac{1}{2}$ .11 $\frac{1}{2}$
20					
21					
22					
23					
24	Crash, linen, brown, washed.....yds..	49,510	.0895 .09 $\frac{1}{2}$ .09 $\frac{1}{2}$ .099 .11 $\frac{1}{2}$ .11 $\frac{1}{2}$	.087 .107	
25					
26					
27					
28					
29					
30	Denim, blue, equal to standard sample; sample required of at least one linear yard.....yds..	21,115	.1275		.1075 .1185 .1285 .1285
31					
32					
33					
34	Drilling:				
35	Indigo blue.....do..	8,170			.098
36					
37					
38	Slate, or corset jeans.....do..	15,395	.0675		
39					
40	Duck, or piqué, printed.....do..	40,810	.0775		.0733 .0775
41					
42					
43					
44					

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## COTTON GOODS—Continued.

Number.	Points of delivery.										Number.
	John C. Eames.	David D. Walker, jr.	William Lehman.	Ellis H. Gimbel.	Martin P. Donahoe.	Robert M. Fair.	Nathaniel H. White-side.	Edward Barnes.	Joseph F. Curren.	J. P. Naurath.	
	New York.	St. Louis.	New York.	St. Louis.	Chicago.	New York.	New York.	New York.	New York.	New York.	
1	.0787	.0625			.07	.0753	.0712				1
2	a. 08	.0725			.0759	.0656					2
3	a. 08				.0872						3
4	a. 0875										4
5	a. 0925										5
6					b. 2475	b. 37	b. 3060	j. 278			6
7					b. 2550	b. 38	b. 3120	j. 29			7
8					b. 26	b. 39	b. 3180	j. 295			8
9					b. 27	b. 40	b. 33	j. 295			9
10					b. 28	b. 41	b. 3360	j. 302			10
11					c. 29	e. 43	f. 36				11
12					c. 30	e. 44	g. 3760				12
13					c. 31	e. 45	h. 3780				13
14					c. 32	e. 46	i. 39				14
15					d. 20						15
16					d. 21						16
17					d. 22						17
18					d. 23						18
19					.1175	.14	.105		.09		19
20						.1325	.1225		.075		20
21						.12			.105		21
22						.11					22
23						.09					23
24	.0907	.0775	.08	.0975	.0837	.0827			.1025		24
25	.1103		.085		.0985	.0877			.0925		25
26			.0925		.1038	.0907					26
27			.09		.1090	.0922					27
28						.0932					28
29						.0942					29
30	.11				.0998	.1213	.1124			.1248	30
31	.1225				.1210	.1213				.12124	31
32	.1275				.1215	.0922				.1187	32
33	.1275				.1220						33
34	.14										34
35	.0975				.0920	.0898	.0862				35
36						.0922					36
37						.0825					37
38	.0475				.0723	.0662	.0598				38
39	.0525					.0538					39
40	k. 0850	.07			.07375	.075	m. 07 $\frac{1}{2}$				40
41	l. 0875	.0725			.07875						41
42	.0950	.075			.0775						42
43	.0850										43
44	.0798										44

a For cheviot or hickory shirting.

b White, Nos. 10 to 18, inclusive.

c Blue and white and brown and white, Nos. 10 to 16, inclusive.

d White only, Nos. 10 to 16, inclusive.

e Colored, Nos. 10 to 16, inclusive.

f Brown and white, No. 10.

g Blue and white, No. 12.

h Navy, No. 14.

i Seal brown, No. 16.

j White, Nos. 10 to 18, inclusive; colors .05 cents per pound more.

k 7,700 yards only.

l 18,100 yards only.

m 25,000 yards only.

## Abstract of proposals received and contracts awarded in New York City under

[NOTE.—Figures in large type denote rates

## COTTON GOODS—Continued.

Number.	CLASS No. 3. COTTON GOODS—continued.	Quantity awarded.	Points of delivery.		
			John Wanamaker.	The Manhattan Supply Co.	David Eiseman.
			New York.	Not specified.	St. Louis.
1	Hairecloth .....	860		.19	
2					
3					
4					
5					
6	Gingham, warranted fast colors, good and heavy quality. Staple and fancy dress patterns desired. No unsalable or bad styles.....	89,200	.0580		.045
7					.0475
8					.055
9					.0572
10					.0590
11	Handkerchiefs:				
12	Men's, hemstitched, plain white, linen.....doz...	2,475	.78	.99	1.10
13			.825		.82
14			.90		.93
15			.925		.93
16			.95		1.00
17			1.025		1.05
18					
19					
20					
21					
22					
23					
24	Ladies', hemstitched, plain white, linen.....do...	2,300	.4775	.60	.585
25			.51		.485
26			.625		.625
27			.65		.625
28			.695		.70
29			.725		.70
30	Lining, Oxford Melton, not under 15-cent grade, for body linings of coats.....	430			
31					
32					
33					
34					
35					
36	Linen, table, 62-inch, washed damask.....do...	20,500	.4675	.405	
37			.4875		
38			.4975		
39			.425		
40			.445		
41			.465		
42	Mosquito bar, blue, white, and pink.....do...	6,170	.0410	<i>j</i> .3675	
43				<i>k</i> .3920	
44					
45	Oilcloth, table, $\frac{1}{2}$ , light color.....do...	11,900		.139	.1325
46				.152	.1425

*a* 16 $\frac{1}{2}$ -inch.*b* 17 $\frac{1}{2}$ -inch.*c* 18 $\frac{1}{2}$ -inch.*d* Put up in 5 dozen bundles.*e* Put up in 5 dozen cartons.*f* Put up in 5 dozen boxes.*g* 60-inch.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## COTTON GOODS—Continued.

Points of delivery.											Number.
New York.	St. Louis.	New York.	St. Louis.		Chicago.		New York.				
				.18 .235 .20 .17 .1675				<b>.21</b>			1
											2
											3
											4
											5
											6
.0579		.0475	<b>.0562</b>		.0570	.0582					7
.0588		.05				.0542					8
.0470		.055									9
											10
<i>a</i> .775	.95	.65	.87		.92	.75	1.15	.90	<i>d</i> .96		11
<i>a</i> 1.00		.85	.8850		1.03	1.00	1.25	.875	<i>d</i> 1.05		12
<i>a</i> 1.22		.975	.93		1.13				<i>d</i> 1.13		13
<i>b</i> .81		.975	.95						<i>e</i> .98		14
<i>b</i> 1.025		.975	.97						<i>e</i> 1.07		15
<i>b</i> 1.26		.975	.9950						<i>e</i> 1.15		16
<i>c</i> .84											17
<i>c</i> .95											18
<i>c</i> 1.05											19
<i>c</i> 1.05											20
<i>c</i> 1.15											21
<i>c</i> 1.32											22
<i>c</i> 1.35											23
.42	.555		.54		.61	.60	.575	.625	<i>d</i> .70		24
.45	.6575		<b>.5950</b>		.71	.65	.65	.625	<i>d</i> .79		25
.57			.5950		.79				<i>f</i> .72		26
.63			.62						<i>f</i> .81		27
.70			.6475								28
.71			.6475								29
		.425			<b>.17</b>						30
		.55									31
		.55									32
		.63									33
		.66									34
		.75									35
	.3525	.475	.4050		.3988		.41		<i>g</i> .40		36
		.50			.4115				<i>h</i> .425		37
					.4350				<i>i</i> .45		38
					<b>.4620</b>						39
					.4710						40
					.4971						41
	.05		.0460		.0459	.045				<i>l</i> .0447	42
			.0460		.0459						43
			.0460		.0459						44
.14	.14		.14		<i>m</i> .13	<i>m</i> .13					45
											46

*h* 62-inch.*i* 64-inch.*j* 60-inch.*k* 66-inch.*l* All or none.*m* One-half to each.

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.	John Wanamaker.	Manhattan Supply Co.	Joseph Mathers.	David Eisenman.	John C. Eames.
			Points of delivery.				
			New York.	Not specified.	New York.	St. Louis.	New York.
1	Sateen, black, 36-inch, for body linings of uniform coats, not under 18-cent grade, yards .....	4,520	.19	.194		.165	.1815
2			.18	.184		.21	
3			.185				
4			.18				
5			.195				
6	Silesia, black or slate, 36-inch.....yds..	6,265	.0835	.084	.0675	.075	.0895
7			.095		.07½	.09	
8			.0775		.085		
9					.09		
10	Sheeting:						
11	¾, bleached, standard .....do...	57,370	.08			.07½	.0675
12			.0860			.07½	.0712
13						.0820	.0737
14							.0850
15	¾, brown, standard, heavy .....do...	115,470	.0732			.0730	.0675
16						.0705	.0725
17						.06½	.0725
18						.08	
19						.0670	
20						.075	
21	¾, brown, standard, heavy .....do...	76,500	.141			b. 1275	.12
22						.1285	.1225
23						.14½	.13
24						.12½	.14
25						.1412	.1415
26	Shirting, calico, 64 by 64 .....do...	25,365				.0425	
27	Sleeve lining, twilled, 40-inch:						
28	Not under 12-cent grade .....do...	3,120		.107			
29				.124			
30	Not under 8-cent grade .....do...	1,040			.08		.08
31					.085		.0825
32					.09		.0880
33					.105		.0965
34							.1020
35	Wadding, cotton, slate color.....doz..	240					
36							
37	Warp, cotton, loom:						
38	Blue .....lbs..	490				.21	
39	White .....do...	595				.19	
40	White crossbar (for aprons) .....yds..	14,970	.0587			.055	
41						.065	
42							
43	Wigan, black.....do...	1,900	.0525	.062			
44							
45							
46							
47							
48							

a Chicago or New York delivery.  
b 8,800 yards only.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## COTTON GOODS—Continued.

Number.	David D. Walker, jr.	William Lehman.	Isaac Berg.	Ellis H. Gimbel.	E. J. H. Estabrooks.	Martin P. Donahoe.	James M. Hayes Woolen Co.	Robert M. Fair.	Nathaniel H. Whiteside.	Edward Barnes.	S. Liebovitz & Sons.	J. P. Naurath.
	Points of delivery.											
	St. Louis.	New York.			St. Louis.	Chicago.	New York.					
1	.1825				.185	.18	.195	.19	.1860		.19	
2	.2025				.18	.18	.18	.1820	.18			
3	.205				.17	.19		.1930	.19½			
4												
5												
6	.07675					.0923	.13	.0895	.0910			
7						.0887	.125	.0838				
8							.1225	.0787				
9							.10					
10							.085					
11				.0880	.0791	.0742		.0853	.0812		.0825	
12								.0850				
13								.0777				
14												
15				.0742		.0663		.0704	.0724			
16				.0742		.0668		.0704				
17				.0840		.0730		.07½				
18				.0734		.0789		.0675				
19				.0756				.07½				
20												
21				.16		.12		.1345	.1649			
22						.1248		.1092	.1470			
23						.1321		.1310				
24						.1345		.12				
25					.0825	.0399		.0456	.0463			
26								.0419				
27						.1248	.135	.1275				
28							.12	.135				
29						.0812	.11	.085				
30						.0836	.105	.09				
31							.09	.0910				
32												
33												
34	.31					.22		.35	.3125	.285		
35								.2625	.31			
36								.20				
37												
38						.21		.2275	.2325		.235	
39						.19		.2075	.2125		.21	
40		.06				.06		.06				
41		.0625				.0625		.0675				
42		.07										
43		.075										
44	.05375		.045			.0512	.085	.0537				
45							.07					
46							.06					
47							.0625					
48							.065					

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.	
			John F. Praeger.	Henry T. Kent.
			New York.	Not specified.
	PIECE GOODS.			
1	Cassimere, equal to standard sample:			
2	All wool, cadet gray, winter weight.....yds..	1,345	1.675	1.59
3	All wool, cadet gray, summer weight.....do...	900	1.30	1.30
4	Or Kersey, all wool, dark blue, winter weight.....do...	3,135	2.00	1.30
5				
6	Or cloth, all wool, dark blue, summer weight.....do...	(a)	1.40	1.30
7				
8	All wool, light steel, winter weight.....do...	60	1.32	1.30
9	All wool, light steel, summer weight.....do...	310	1.22	1.19
10				
11	All wool, dark steel, winter weight.....do...	4,940	1.32	1.29
12	All wool, dark steel, summer weight.....do...	155	1.22	1.19
13				
14	Kentucky jeans; width full 27 inches, weight 9 ounces to the linear yard; all wool filling.....yds.	4,585		
15				
16	GARMENTS.			
17	Kentucky jeans.			
18	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.	39		
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.	925		
21	Knee, Oxford, Kentucky jeans; same as preceding in every particular; 6 to 10 years.....pairs.	2,060		
22	Oxford, Kentucky jeans; seat and crotch taped and strengthened, metal buttons, riveted on; for boys 11 to 18 years.....pairs.	4,600		
23	Pants, men's, 30 to 44 waist; 29 to 34 inseam; seat and crotch taped and strengthened metal buttons, riveted on.....pairs.	1,280		
24	Suits, boys':			
25	(Jacket and long pants), 6 to 10 years, pants lined.....No.	1,164		
26	(Jacket and knee pants), 6 to 10 years, pants lined.....do.	1,808		
27	(Coat, vest, and pants), 11 to 18 years.....do.	4,656		
28	Suits, youths' (coat, vest, and pants), 19 to 24 years.....do.	1,093		
29	Vests, s. b. six buttons, no collar, vegetable ivory buttons, sizes 38 to 46.....No.	19		

a 470 yards required, no award; not up to standard.

advertisement of March 21, 1904, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

## CLOTHING.

Points of delivery.												Number.
New York.	Chicago.	New York.					St. Louis.	New York.				
1.53 1.40 ----- <b>1.8154</b> 1.5868 1.6845 1.8154 1.22 1.29 1.27 1.19 1.37 1.29 1.27 1.19 ----- .35 .25 .26	1.7850 1.4720 1.9530 <b>1.8154</b> 1.5868 1.6845 1.8154 1.22 1.29 1.1720 1.19 1.29 1.1720 1.19 ----- .35 .25 .26	1.645 1.395 <b>1.645</b> <b>1.3475</b> 1.92 ----- 1.525 ----- <b>1.325</b> <b>1.175</b> ----- <b>1.325</b> <b>1.175</b> -----<										

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*Abstract of proposals received and contracts awarded in New York City, under advertisement of March 21, 1904, 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.	John L. Maher.		The Lange & Walsh Manufacturing Co.		Number.
			Points of delivery.				
			New York.				
	<i>Satinet.</i>						
1	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..	158	2.44	.....			1
2	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 .....	650	3.54	.....			2
3	Youths', Oxford (cloth full 15 ounces to the yard, all wool filling), double-breasted sack, 19 to 24 years; same as preceding in every particular .....	298	3.94	.....			3
4	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 .....	511	4.24	.....			4
5	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 .....	190	a 1.44	.....			5
6	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 .....	158	.80	.....			6
	<i>Police uniforms.</i>						
7	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 .....	11	6.87		6.90 7.51		7 8
8	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 .....	10	6.69 6.39		6.71 6.98		9 10
10	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 .....	360		6.19	6.07 5.89 6.47		11 12 13
12	Dark-blue cloth, single-breasted sack; made same as preceding in every particular; for police uniforms, privates'; sizes as may be required; summer weight .....	331	6.04 5.84		5.76 5.96		14 15

• Lined, 9 cents extra.

*Abstract of proposals received and contracts awarded in New York City, under advertisement of March 21, 1904, 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.	The Lange & Walsh Manufacturing Co.	John L. Maher.	George L. Irvine.	Martin P. Donahoe.	Benj. Greenwald.	Number.	
			Points of delivery.						
			New York.	Chi- cago.	St. Louis.	New York.			
	<i>Police uniforms—Continued.</i>								
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.....	11	3.69 4.01	3.79	-----	-----	-----	1 2	
2									
3	Dark-blue cloth, to match coats, made same as preceding in every particular; for po- lice uniforms, officers'; sizes as may be re- quired; summer weight..... pairs..	10	3.58 3.69	3.69 3.44	-----	-----	-----	3 4	
4									
5	Dark-blue cloth, seat and crotch taped, metal buttons, sewed on, sky-blue piping down outside seams; for police uniforms, pri- vates'; sizes as may be required; winter weight..... pairs..	360	3.69 3.55 4.01	3.74	-----	-----	-----	5 6 7	
6									
7	Dark-blue cloth, made same as preceding in every particular; for police uniforms, pri- vates'; sizes as may be required; summer weight..... pairs..	331	3.58 3.69	3.64 3.39	-----	-----	-----	8 9	
8									
9	Vests, men's: Dark-blue kersey, to match coats, single- breasted, straight military collar, seven gilt eagle buttons on front; for police uni- forms, officers' and privates'; sizes as may be required; winter weight..... No..	357	1.70 1.67 1.79	1.72	-----	-----	-----	10 11 12	
10									
11									
12	Dark-blue cloth, straight military collar, seven gilt eagle buttons on front; for po- lice uniforms, officers' and privates'; sizes as may be required; summer weight..... No..	200	1.58 1.62	1.69 1.59	-----	-----	-----	13 14	
13									
14	<i>Duck, 10-ounce.</i>								
15	Coats: Boys', dark-brown duck, single-breasted sack, straight front, narrow rolling collar, four patent buttons, riveted on, gray cot- ton jeans or cottonade lining; 10 to 18 years..... No..	420	-----	-----	.94	1.02	1.05	15	
16	Men's, same description as preceding; sizes 38 to 46..... No..	247	-----	-----	1.33	1.36	1.30	16	
17	Overcoats: Boys', dark-brown duck, double-breasted sack, gray cotton jeans or cottonade lin- ing, storm collar, circular breast pocket, four patent riveted buttons on front; 10 to 18 years..... No..	118	-----	-----	1.37	1.87	1.62	17	
18	Men's, dark-brown duck, double-breasted sack, gray cotton jeans or cottonade lin- ing, storm collar, circular breast pocket, four patent riveted buttons on front; sizes 38 to 46..... No..	178	-----	-----	1.92	2.15	1.93	18	

α 347 to Lange & Walsh Manufacturing Company, 10 to John L. Maher.



*Abstract of proposals received and contracts awarded in New York City, under advertisement of March 21, 1904, 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.
			George L. Ir- vine.	Martin P. Don- ahoe.	Benj. Green- wald.	Zimmerman- Maher Co.	The Lange & Walsh Manu- facturing Co.	John L. Maher.	
			Chi- cago.	St. Louis.	New York.				
	<i>Duck, 10-ounce—Continued.</i>								
1	Pants:								
2	Boys', dark-brown duck, lined with gray cotton jeans or cottonade, patent riveted buttons; 10 to 18 years.....pairs.....	1,198	.83	.91	.76				
3	Men's, dark-brown duck, lined with gray cotton jeans or cottonade, patent riveted buttons, 30 to 44 waist, 29 to 34 inseam.....pairs.....	257	.95	1.06	.93				
4	Suits, boys' (coat, pants, and vest), lined, dark- brown duck, for boys 10 to 18 years.....No.....	480	2.20	2.39	2.31				
	Vests, men's, dark-brown duck, gray cotton jeans or cottonade lining, six patent buttons, riveted on, no collar, sizes 38 to 46.....No.....	76	.58	.56	.59				
	<i>Cassimere.</i>								
5	Suits, uniform:								
6	Jacket and knee pants, dark blue, lined, for boys 6 to 10 years; winter weight.....No.....	115				4.74	4.18	4.33	5
7								4.44	6
8								4.98	7
9	Jacket and knee pants, dark-blue, lined, for boys 6 to 10 years, summer weight.....No.....	80				3.74	4.08	4.48	8
10							4.03	4.79	9
11	Coat, pants, and vest, dark-blue, for boys 11 to 18 years; pants not to be lined; winter weight..No.....	306				9.85	7.07	7.83	10
12								7.98	11
13								8.98	12
14	Coat, pants, and vest, dark-blue, for boys 11 to 18 years; pants not to be lined; summer weight..No.....	142				7.91	6.98	7.98	13
15							6.84	8.59	14
16	Coat, pants, and vest, dark-blue, for large boys 19 to 24 years; pants not to be lined; winter weight.....No.....	135				10.70	8.56	8.98	15
17								9.28	16
18								10.49	17
19	Coat, pants, and vest, dark-blue, for large boys 19 to 24 years; pants not to be lined; summer weight.....No.....	8				8.50	8.43	9.29	18
20							8.27	9.97	19
21	Jacket and long pants, cadet-gray, lined, for boys 6 to 10 years; winter weight.....No.....	76				4.92	5.14	5.29	20
22							5.21		21
23	Jacket and knee pants, cadet-gray, lined, for boys 6 to 10 years; winter weight.....No.....	183				4.36	4.51	4.69	22
24							4.57		23
25	Jacket and knee pants, cadet-gray, lined, for boys 6 to 10 years; summer weight.....No.....	175				3.76	4.11	4.23	24
26							3.99	4.34	25
27							4.10		26
28	Coat, pants, and vest, cadet-gray, for boys 11 to 18 years; pants not to be lined; winter weight..No.....	299				8.89	7.69	8.59	27
29							7.78		28
30	Coat, pants, and vest, cadet-gray, for boys 11 to 18 years; pants not to be lined; summer weight..No.....	423				7.66	6.96	7.44	29
31							6.74	7.69	30
32							6.96		31
33	Coat, pants, and vest, cadet-gray, for large boys 19 to 24 years; pants not to be lined; winter weight.....No.....	147				9.61	9.31	9.89	32
34							9.39		33
35	Coat, pants, and vest, cadet-gray, for large boys 19 to 24 years; pants not to be lined; summer weight.....No.....	284				8.21	8.41	8.49	34
36							8.09	8.78	35
							8.39		36

*Abstract of proposals received and contracts awarded in New York City, under advertisement of March 21, 1904, 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.	Zimmerman-Maher Co.	The Lange & Walsh Manufacturing Co.	John L. Maher.	Moritz Loth.	Number.	
			Points of delivery.					
			New York.					
	<i>Cassimere—Continued.</i>							
1	Suits, uniform—Continued.							
2	Jacket and long pants, light-steel, lined, for boys 6 to 10 years; winter weight .....No..	292	4.24	4.46	4.96	.....	1	
3				4.61	5.04		2	
4				4.89			3	
5	Jacket and long pants, light-steel, lined, for boys 6 to 10 years; summer weight.....No..	114	4.01	4.19	4.79	.....	5	
6				4.27	4.81		6	
7				4.33			7	
8				4.36			8	
9	Jacket and knee pants, light-steel, lined, for boys 6 to 10 years; winter weight .....No..	1,087	3.77	3.91	4.16	.....	9	
10				4.06	4.24		10	
11				4.29			11	
12				4.11			12	
13	Jacket and knee pants, light-steel, lined, for boys 6 to 10 years; summer weight .....No..	312	3.58	3.72	3.99	.....	13	
14				3.79	4.01		14	
15				3.84			15	
16				3.87			16	
17	Coat, pants, and vest, light-steel, for boys 11 to 18 years; pants not to be lined; winter weight .....No..	2,210	7.70	6.61	7.38	.....	17	
18				6.72	7.44		18	
19				7.12			19	
20				6.81			20	
21	Coat, pants, and vest, light-steel, for boys 11 to 18 years; pants not to be lined; summer weight .....No..	437	7.37	6.22	6.99	.....	21	
22				6.31	7.03		22	
23				6.39			23	
24				6.44			24	
25	Coat, pants, and vest, light-steel, for large boys 19 to 24 years; pants not to be lined; winter weight.....No..	442	8.25	8.11	8.48	.....	25	
26				8.23	8.63		26	
27				8.74			27	
28				8.36			28	
29	Coat, pants, and vest, light-steel, for large boys 19 to 24 years; pants not to be lined; summer weight .....No..	96	7.89	7.56	8.09	.....	29	
30				7.64	8.13		30	
31				7.73			31	
32				7.81			32	
33	Suits, boys:							
34	Jacket and long pants, dark-steel, lined, for boys 6 to 10 years; winter weight .....No..	538	4.05	4.22	.....	4.20	33	
35				4.37		4.30	34	
36				4.64			35	
37	Jacket and long pants, dark-steel, lined, for boys 6 to 10 years; summer weight.....No..	177	3.81	3.99	.....	.....	36	
38				4.08			37	
39				4.13			38	
40				4.16			39	

George L. Irvine.	Wm. H. Proctor.	E. J. H. Estabrooks.	Benj. Greenwald.	Robert M. Fair.	Saml. H. Ranneker.	Martin J. Geary.	David Eisenman.	Solomon Ballin.	S. Liebovitz & Sons.	Martin P. Donahoe.	Number.
Points of delivery.											
Chicago.	New York.			Chicago.	New York.		St. Louis.	New York.		St. Louis.	
											1
											2
											3
											4
											5
											6
											7
											8
											9
											10
											11
											12
											13
											14
											15
											16
											17
											18
											19
											20
											21
											22
											23
											24
.345	.50	.42	.39	.33½	.39						25
.35	.40	.41	.38	.34½	.38						26
.395			.37		.445						27
.40					.475						28
.405											29
.41											30
											31
.385	.55	.48	.41	.365							32
.39	.45	.465	.44	.375							33
.445			.45								34
.45			.435								35
.455			.425								36
.46											37
				.275	.295	.295	.34	.295	.3250		38
				.30	.275		.325	.315			39
							.305				40
							.2825				41
							.27				42
							.25				43
				.33½	.375	.355	.395	.361	.3850		44
				.365	.345	.32	.385	.381			45
							.36				46
							.335				47
							.32				48
							.2975				49

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Points of delivery.	
			Martin J. Geary.	David Eiseman.
			New York.	St. Louis.
	<i>Shirts—Continued.</i>			
1	Shirts, hickory:			
2	Boys', assorted sizes, 11 to 14½ inch neck measure, by half			
3	inches, metal buttons, with or without patent continuous			
4	piece in front, to open in front from 9½ to 13½ inches.....No..	11,733	.33	.32
5			.3025	.33
6			.295	
7			.275	
8	Men's, assorted sizes, 15 to 18 inch neck measure, by half inches,			
9	metal buttons, with or without patent continuous piece in			
10	front, to open in front from 14 to 17 inches .....No..	7,790	.44	.40
11			.42	.41
12			.385	.425
13			.375	
14			.36	
15	Shirts, gray flannel:			
16	Boys', assorted sizes, 11 to 14½ inch neck measure, by half			
17	inches, metal buttons, with or without patent continuous			
18	piece in front, to open in front from 9½ to 13½ inches.....No..	2,820	.88	.88
19			.75	
20			.865	
21			.70	
22			.73	
23			.65	
24	Men's, assorted sizes, 15 to 18 inch neck measure, by half inches,			
25	metal buttons, with or without patent continuous piece in			
26	front, to open in front from 14 to 17 inches .....No..	1,842	1.25	1.18
27			1.05	
28			1.18	
29			.98	
30			.95	
31			.85	
32	Shirts, Oxford melton:			
33	Boys', assorted sizes, 11 to 14½ inch neck measure, by half			
34	inches, metal buttons, with or without patent continuous			
35	piece in front, to open in front from 9½ to 13½ inches.....No..	865		
36				
37	Men's, assorted sizes, 15 to 18 inch neck measure, by half inches,			
38	metal buttons, with or without patent continuous piece in			
39	front, to open in front from 14 to 17 inches .....No..	645		
40				
41	Shirts, fancy flannel:			
42	Boys', assorted sizes, 11 to 14½ inch neck measure, by half			
43	inches, metal buttons, with or without patent continuous			
44	piece in front, to open in front from 9½ to 13½ inches.....No..	4,795	.62	.60
			.59	.66
				.66
				.76
				.78
				.82
	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..	3,700	.79	.72
			.77	.78
				.84
				.92
				.94
				1.00
	<i>Additional articles.</i>			
41	Kersey, light-blue:			
42	16-ounce .....	300		
43	22-ounce .....	800		
44				

advertisement of March 21, 1904, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

Edw. J. H. Estabrooks.	Martin P. Donahoe.	Robert M. Fair.	Solomon Ballin.	S. Liebovitz & Sons.	Wm. F. Pipey.	John F. Praeger.	Henry T. Kent.	
Points of delivery.								
New York.	St. Louis.	Chicago.	New York.				Not specified.	Number.
.29	.36	.31 .32½ .335	.375 .345 .325 .315 .2875 .27	.361 .39				1 2 3 4 5 6
.39	.43	.38½ .40½ .415	.4525 .4125 .385 .375 .35 .3225	.431 .461				7 8 9 10 11 12
	.85	.76 .81 .86½	.89 .75	.856				13 14 15 16 17 18
	1.15	1.01 1.085 1.165	1.13 .97	1.15				19 20 21 22 23 24
	.57 .74	.56½	.74 .64					25 26
	.74 .92	.725	.94 .81					27 28
	.65	.54 .63½	.75 .62 .53 .64 .53 .45	.60 .65				29 30 31 32 33 34
	.79	.70 .83	.95 .78 .655 .815 .665 .555	.785 .855				35 36 37 38 39 40
		1.10 1.7325 1.4333 1.5745			1.12 1.60	1.60 2.10 1.90	1.05 1.27	41 42 43 44

*Abstract of proposals received and contracts awarded in New York City, under advertisement of March 21, 1904, 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.	John Wanamaker.	John E. McLoughlin.	David Lustig.	Mark Davis.	Robert M. Fair.	Julius Tackman.	William V. Campbell.	James A. Chapin.	Number.	
			Points of delivery.									
			New York.		Chicago.	New York.						
1	Caps:										1	
2	Boys', dark colors, assorted sizes.....No..	6,185		.35							2	
3				.35							3	
4				.36							4	
5				.35							5	
6				.35							6	
7	Men's, dark colors, assorted sizes.....No..	1,340		.36							7	
8				.37							8	
9				.37							9	
10				.38							10	
11				.37							11	
12				.37							12	
				.38								
13	Caps, military:											
	Cadet gray, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No..	2,665	.60	a. 75							13	
14			.60	a. 65							14	
15			.75	a. 63							15	
16				.59							16	
17	Dark blue, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No..	2,465	.60	a. 75							17	
			.75	a. 65							18	
18				a. 63							19	
19				.59							20	
20												
21	Light-steel, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No..	2,585	.60	a. 75							21	
22			.75	a. 65							22	
23				a. 63							23	
24				.59							24	
25	Caps, cloth, dark color, assorted sizes, for small girls.....No..	3,035		.31	.32	.15					25	
26				.31	.32						26	
27				.32	.34						27	
28				.32							28	
29	Hats:											
	Boys', fur, dark colors, assorted sizes.....No..	10,285						.65	.65	.60	29	
30								.69	.66	.63	30	
31								.65	.69		31	
32								.59	.69		32	
33								.60			33	
34	Men's, fur, dark colors, assorted sizes.....No..	2,795						.70	.65	.65	34	
35								.74	.73		35	
36								.73	.69		36	
37								.73	.72		37	
38									.73		38	

a Will use same material as used for uniform suits.

*Abstract of proposals received and contracts awarded in New York City, under advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

## HATS AND CAPS—Continued.

Number.	CLASS NO. 5. HATS AND CAPS—continued.	Quantity awarded.	Max Plant.	The Manhattan Supply Co.	Philip Weber.	Arthur B. Waring.	William H. Mangam.	Charles Ryer.	Anthony Spetzel.	A. E. Nickinson.	James A. Chapin.	Number.	
			Points of delivery.										
			All points.	Not specified.	All points.	New York.		All points.			New York.		
1	Hats, men's, fur, black, police, assorted sizes.....No..	522				.90					.95	1	
2						.92					.98	2	
3						.99						3	
4						.95						4	
5						1.10						5	
6						1.10						6	
7	Hats, straw: Boys', assorted sizes and colors.....No..	3,842	.33	.29	.28			.31	.31	.32		7	
8			.32	.20	.28			.33	.33	.33		8	
9			.37	.17	.26			.37		.32		9	
10			.34	.295	.26			.28		.37		10	
11			.33	.30				.40		.32		11	
12			.35	.294				.36		.34		12	
13	Men's, assorted sizes and colors.....No..	1,155	.45	.39	.27			.46	.37	.32		13	
14			.47	.30	.28			.37	.38	.43		14	
15			.39	.34	.29			.31	.30	.35		15	
16			.43	.33	.27			.34	.37	.37		16	
17			.35	.37	.28			.45	.44	.47		17	
18			.41	.38				.38		.37		18	
19				.35								19	
20	Trimmed, for small girls, assorted sizes and colors.....No..	3,260	.39	.15				.40		.40		20	
21			.36	.17				.37		.38		21	
22				.24				.37		.36		22	
23				.30				.41		.40		23	
24				.37				.38		.39		24	
25				.31				.38		.42		25	
26				.25								26	
27	Trimmed, sailor, for large girls, two colors, light and dark.....No..	3,430	.38	.27				.39		.34		27	
28			.37	.45				.34		.35		28	
29				.35				.33		.41		29	
30				.25				.37		.32		30	
31				.37				.45		.37		31	
32				.38				.35		.32		32	
33	Hats, felt, trimmed, sailor, dark color, assorted sizes, for large girls.....No..	1,960						.70				33	
34								.74				34	
35								.77				35	
36								.78				36	
37								.74				37	

<sup>a</sup> With 3½-inch brim, \$1.12. The name "U. S. Indian Police" will be printed on leather without extra charge.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

## NOTIONS.

Number.	CLASS NO. 6. NOTIONS.	Quantity awarded.	John Wanamaker.	The Manhattan Supply Co.	Maurice Brill.	Jno. C. Eames.
			Points of delivery.			
			New York.	Not specified.	New York.	
1	Braid:					
2	Dress, black.....yds.	13,405			a 1.23	
3					a 1.29	
4					a 1.50	
5						
6	Red, worsted, $\frac{1}{4}$ inch.....do.	23,275			a .617	
7						
8	Brushes:					
9	Hair.....doz.	387	1.40		1.635	
10			1.65		1.695	
11			1.58		2.03	
12			1.60			
13			2.10			
14						
15	Tooth.....do.	840	1.00	.86	b 1.05	
16			1.03	.97	c 1.00	
17			.98	1.08	d .975	
18			1.16	1.19		
19			1.25	1.24		
20	Buttons:					
21	Coat, black, vegetable ivory, 30-line..gross..	345	.3885	.29	.31	
22						
23						
24						
25						
26						
27						
28						
29	Coat, gilt eagle, 30-line.....do.	89	2.0475			
30			2.0379			
31						
32	Dress, vegetable ivory.....do.	875	.2639			
33						
34						
35						
36						
37						
38	Dress, smoked pearl, 26 to 28 line.....do.	735	.84			
39			.9975			
40						
41						
42						
43	Overcoat, black vegetable ivory, 40 and 50 line.....gross..	37	1.386	1.38	.41	
44			1.6065	m .48	.57	
45						
46						

a Per gross yards.

b 550 dozen.

c 290 dozen.

d 500 dozen.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## NOTIONS.

Number.	David D. Walker, jr.	Isaac Berg.	Martin P. Donahoe.	Robert M. Fair.	Richard W. Geldart.	Nathaniel H. White-side.	Joseph Mathers.	Edward Barnes.
	Points of delivery.							
	St. Louis.	New York.	St. Louis.	Chicago.	New York.	Chicago.	New York.	
1	a 1.10	a 1.00		a 1.10		a 1.3975		
2				a 1.244				
3				a 1.40				
4				a 1.413				
5				a 1.49		a .5912		
6	a .575	a .60	a .625	a .59				
7				a .599				
8				a .602				
9				a .674				
10	1.60	1.50	.875	1.50	1.58	1.35		1.55
11		1.50	1.55	1.60	1.58	1.49		1.58
12		1.50	1.55	1.60	1.59	1.62		1.70
13			1.55	1.60	1.58	1.63		1.90
14			1.55	1.68	1.57	1.63		2.10
15				2.25	1.58	1.89		2.12
16				2.20				
17	e .90	1.10		1.23	1.085	.76		
18	f .90			1.07		.89		
19	g .90					.94		
20						1.04		
21						1.27		
22						1.49		
23	.475		.40	.399		.435	.41	
24				.429			.41	
25							.41	
26							.41	
27							.41	
28							.39	
29	2.05	1.65	2.00	1.99		1.90		
30				2.10				
31				2.84				
32	.275	.33	.2575	.254	.31	.251	.33	
33				.274			.33	
34							.33	
35							.33	
36							.32	
37	.90		.90	.70		1.05		h .80
38			1.05	.90		.90		i .85
39				.725		.90		j .95
40				.93		1.05		k 1.00
41				.69				
42				.894				
43	1.00		1.35	.90		.92	.90	
44	1.85		1.60	1.42		1.63	1.25	
45				1.624			1.25	
46				1.64				

e 408 dozen only.  
f 180 dozen only.h 2-hole button 26 line.  
i 4-hole buttonj 2-hole button 28 line.  
k 4-hole button

g 348 dozen only.

l 40 line.  
m 50 line.



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.		
			John Wanamaker.	The Manhattan Supply Co.	Maurice Brill.
			New York.	Not specified.	New York.
1	Buttons—Continued.				
2	Pants, metal, suspender.....gross..	1,455		.045	.0369
3				.07	
4	Pants, metal, fly.....do...	837		.075	
5				.04	.0331
6				.055	
7	Shirt, agate.....do...	2,590		.06	
8	Vest.....do...	187	.294	.03	.0321
9				.24	
10	Vest, gilt eagle, 24-line.....do...	70	1.155		
11			1.0907		
12	Youths', agate.....do...	2,685		.06	.0661
13					
14	Combs:				
15	Coarse, boys' strong, dressing.....doz..	1,030	.64	.60	.6480
16				.70	
17				.72	
18					
19					
20					
21	Coarse and fine, girls', strong, dressing.....do...	843	.7775	.70	.7940
22			.7325	.73	
23					
24					
25					
26					
27	Fine.....do...	1,545	.4175		
28			.435		
29			.325		
30			.5225		
31					
32					
33					
34					
35					
36					
37	Cord, elastic.....yds..	6,445			
38					
39					
40					
41					
42					
43	Cotton, darning, black, fast color, No. 2.....doz. spools..	1,130	.1575	.17	
44					

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## NOTIONS—Continued.

Number.	Points of delivery.								Number.
	John C. Eames.	David D. Walker, Jr.	Isaac Berg.	Martin P. Donahoe.	Robert M. Fair.	Richard W. Geldart.	Nathaniel H. Whiteside.	Joseph Mathers.	
	New York.	St. Louis.	New York.	St. Louis.	Chicago.	New York.	Chicago.	New York.	
1		.057	.06	.055	.036	.056	.057	.0575	1
2					.0549			.056	2
3					.0572				3
4		.048	.05	.04675	.034	.048	.048	.041 <sup>1</sup> / <sub>2</sub>	4
5					.048			.04 <sup>1</sup> / <sub>2</sub>	5
6					.049				6
7		.03	.028	.02775	.031	.03 <sup>1</sup> / <sub>2</sub>	.028		7
8		.24		.29	.305		.34		8
9					.33				9
10		1.13	1.10	1.10	1.075		1.25		10
11					1.175				11
12					1.80				12
13		.06	.055	.058	.065	.0625	.0575		13
14			.064			.07 <sup>1</sup> / <sub>2</sub>	.0675	.0595	14
15							.07 <sup>1</sup> / <sub>2</sub>		15
16	.64 <sup>1</sup> / <sub>2</sub>	.74	.68		.625	.654	.475	.62	16
17	.73				.80		.5225	.6425	17
18					.67		.675	.58 <sup>1</sup> / <sub>2</sub>	18
19					.70		.65		19
20					1.25		.7025		20
21					.53		.54		21
22	.75	.69	.70		.758	.785	.51	.60	22
23	.65				.595		.4825	.68	23
24					.802		.6225		24
25					.67		.6225		25
26					.67		.68		26
27					.65		.68		27
28	.345	.34	.37		.4265		.2475	.3925	28
29	.39	.36			.383		.36	.43	29
30					.34		.385		30
31					.372		.44		31
32					.505		.52		32
33					.528		.53		33
34					.383				34
35					.383				35
36					.345				36
37	a. 78	a. 54	a. 50	a. 54	a. 475	a. 538	a. 535		37
38	a. 86	a. 54	a. 57	a. 54	a. 54	a. 595	a. 61		38
39					a. 57				39
40					a. 67				40
41					a. 775				41
42					a. 875				42
43		.15	.15	.145	.13		.1375		43
44					.17				44

a Per gross yards.

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.				
			John Wanamaker.	The Manhattan Supply Co.	Maurice Brill.	Edward C. Decker.	John C. Eames.
			New York.	Not specified.	New York.		
1	Cotton maitre, for seines, 36-thread, soft-laid.....lbs..	78					
2	Gilling twine, 3-cord:						
3	No. 30.....do..	9	.84				
4	No. 35.....do..	1	.94				
	No. 40.....do..	2	1.00				
5	Gloves, buck, boys', No. 1, standard quality, or oil-tanned sheep or goat:						
6	Boys'.....pairs..	3,330	.48		.42		
7					.32		
8	Men's.....do..	3,455	.725		.30		
9					.60		
10					.61		
11	Hooks and eyes.....gross..	516	.0325	.055			.0325
12							.037
13	Hooks and eyes, pants.....do..	116	.0997	.20			.1033
14	Indelible ink, Payson's or equal.....doz..	405	e.09				
15	Needles:						
16	Assorted sizes, Sharp s, Nos. 4 to 8 and 5 to 10.....hund..	4,420	f.3937	f.36	f.40		f.347
17							f.347
18							f.408
19							f.408
20	Darning, medium sizes.....gross..	235	.12	.14	.139		g1.10
21	Glover's.....hund..	6	.19				
22	Knitting, common, medium sizes.gross..	28	.1925				.199
23	Sack.....doz..	20	.055				.40
24	Paper, toilet.....packs..	47,700	.0405	.0420			.0395
25			.0335	.0357			.0365
26			.0309	.0397			.0349
27				.0342			
28	Pins:						
29	Brass, standard, Nos. 2, 3, and 4.packs..	825	.205	*b.28			.213
30			.235	*c.25			.245
31			.265	*d.22			.265
32	Hats, girls.....doz..	775		.035			f.19

\* No sample.  
a Great gross.  
b No. 2.  
c No. 3.  
d No. 4.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## NOTIONS—Continued.

Number.	Points of delivery.										Number.
	David D. Walker, Jr.	Isaac Berg.	Martin P. Donahoe.	Jas. M. Hayes Woolen Co.	Robert M. Fair.	Richard W. Geldart.	Nathaniel H. White-side.	Joseph F. Curren.	J. P. Naurath.	S. Liebovitz & Sons.	Edward Barnes.
	St. Louis.	New York.	St. Louis.	Chicago.	New York.	Chicago.	New York.				
1				.25							1
2				.84					.90		2
3				.94					.99		3
4				1.00					1.20		4
5				.375							5
6	.37										6
7	.37										7
8	.37										8
9	.60			.60							9
10	.60			.62							10
11	.60										11
12	.0375	a.40	.034	.0335		b.034	.0425				12
13	.04			.0345		c.038					13
14	.0425			.05		d.041					14
15	.045			.06							15
16				.0754							16
17				.1265							17
18	.13	.105	.135	.10		.1025	.135				18
19				.13			.145				19
20				.145			.165				20
21				.16							21
22				.99		.5975					22
23				1.175		.695					23
24				1.875		.7475					24
25	.38	.41	f.40	f.3945	f.405	f.40					25
26	.38		f.40	f.47		f.38					26
27											27
28	f1.00	.10		.1475		.135					28
29						.131					29
30		.19		.258		.19					30
31		.18		.195		.20					31
32		.20		.363		.20					32
33		.06		.075		.065					33
34				.064							34
35		.0385		.0265	.035		.0384				35
36		.0365		.0315	.0375		.0351				36
37		.0335		.0344	.04		.0321				37
38				.0384	.04						38
39				.0473	.04						39
40					.04						40
41											41
42	h.20	.205	.19	.264		.26				.264	42
43	h.23	.235	.22	.234		.23				.234	43
44	h.26	.265	.25	.204		.20				.205	44
45	.02	.17	.20	.2125		.19				.024	45
46			.20	.30							46
47			.35								47
48			.35								48

e Per bottle.  
f Per 1,000.  
g Per 100 papers.  
h Dozen packs.  
i Per gross.

## 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.			
			New York.	Not specified.	New York.	
1	Pins:					
2	Hair, wire.....gross..	488		a. 10		a. .07
3						
4	Safety, assorted, 1, 1½, and 2 inch.....do...	525	.1825	.1920		.2095
5			.2185	.23		.2515
6			.2550	.2550		.2930
7			.2034			
8			.2443			
9			.2848			
10	Ribbon, blue and cardinal, ¼, 1, and 2 inch....yds..	33,575	e. 36	.045	f. 0196	
11			e. 52	.075	f. 0318	
12			e. 86	.14	f. 0513	
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28	Scissors, buttonhole.....No..	235		f3. 00		g. .27
29				f4. 80		h. .20
30	Silk, sewing:					
31	Scarlet, 50-yard spools.....doz..	370	.2782			.275
32			.2475			
33	Black, 50-yard spools.....do...	745	.2782			.275
34			.2475			
35	Spool cotton, best of standard 6-cord, Nos. 20 to 50, white, black, and drab.....doz..	13,842	.325	.395		.345
36	Suspenders, boys'.....pairs..	9,930	.0925	.09	.076	.09
37				.095	.082	.10
38				.10		
39						
40						
41						
42						
43						
44						
45						

a Per package of 16 papers.

b Per bundle.

c Per pound of 16 papers.

d Per pound.

e Per piece of 10 yards.

f Per dozen.

g Nine dozen to John C. Eames, 10 7/8 dozen to Robert M. Fair

h Four dozen.

i Any width, any color.

## advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## NOTIONS—Continued.

Number.	Points of delivery.										
	St. Louis.	New York.	St. Louis.	Chicago.	New York.	Chicago.	New York.		Chicago, Omaha, or Kansas City.	New York.	Chicago.
1	b. 07	c. 08	d. 08	b. 105		b. 06	b. 08				
2				b. 0575		b. 07					
3				b. 08½							
4				b. 085							
5	.0195	.195	.125	.195		.19	.19½				
6	.235	.235	.165	.235		.23	.2325				
7	.275	.275	.21	.275		.27	.27½				
8			.195								
9			.235								
10			.275								
11		.015	.015	.015		.012		.02			
12		.0275	.0225	.02		.022		.04			
13		.045	.0265	.0225		.047		.06			
14		.012	.034	.0295		.021					
15		.0275	.034	.0385		.022					
16		.0425	.054	.0425		.047					
17				.02							
18				.025							
19				.03							
20				.039							
21				.051							
22				.063							
23				.0225							
24				.03							
25				.0325							
26				.0425							
27				.0555							
28				.0685							
29		.27		.265		.25					
30				g. .265							
31	.245	.25	.26	.2625		.25		.26			
32								.23			
33	.245	.25	.26	.2625		.25		.26			
34								.23			
35				.3145					.325	.32	
36	.075	.08	.08	.08		.085				.0725	.08
37	.07	.08	.08	.08						.0825	.09
38		.0825	.09	.08						.0875	.095
39		.09	.085	.08						.0933½	
40		.095	.095	.085							
41			.06	.085							
42			.065	.09							
43			.07	.09							
44			.085								
45			.095								

## 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.			
			John Wanamaker.	The Manhattan Supply Co.	Maurice Brill.	John C. Eames.
			New York.	Not specified.	New York.	
1	Suspenders, men's.....pairs..	12,440	.1225	.12	.096	.105
2				.125	.107	
3					.122	
4						
5						
6						
7						
8						
9						
10						
11						
12	Tape measures, medium.....doz..	94		.24		.14
13						
14	Tape:					
15	White, cotton, $\frac{1}{2}$ to $\frac{1}{4}$ inch widths.....doz. pieces..	2,990		.07	.076	
16				.09	.087	
17				.12	.098	
18					.109	
19						
20						
21	Elastic, black, $\frac{1}{4}$ -inch.....yds..	23,500	.03	.0225		.03
22				.025		
23				.0275		
24				.0325		
25				.0425		
26				.0475		
27	Elastic, black, $\frac{1}{4}$ -inch.....do..	2,190	.021	.017		.023
28				.019		
29				.0225		
30				.025		
31				.0275		
32				.03		
33	Thimbles:					
34	Closed, steel or aluminum.....doz..	735		.10	.055	
35					.083	
36						
37	Open, steel or aluminum.....do..	94		.10	.083	
38					.09	
39						
40	Thread, linen, standard make, Nos. 30, 35, and 40, $\frac{1}{2}$ dark-blue, $\frac{1}{2}$ whitey-brown, standard Nos.....lbs..	82	.80	.80		
41			.90	.90		
42			1.00	1.00		
43	Twist, buttonhole silk, No. 8, 2-ounce spools.....oz..	520	e. 8864			.40
44						
45						
46						
47	Twine, sack.....lbs..	256		.27		
48				.30		

a Assorted; 10 $\frac{1}{2}$  cents per dozen.

d Per spool.

b Unlined, or 8 cents lined.

e Per ounce on 1 $\frac{1}{4}$ -ounce spools.

c Black only.

advertisement of March 21, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## NOTIONS—Continued.

Number.	Points of delivery.										Number.
	George L. Irvine.	David D. Walker, jr.	William Lehman.	J. P. Currier.	Isaac Berg.	Martin P. Donahoe.	Robert M. Fair.	Richard W. Geldart.	Nathaniel H. White-side.	Edward Barnes.	
	Chicago.	St. Louis.	New York.	Chicago, Omaha, or Kansas City.	New York.	St. Louis.	Chicago.	New York.	Chicago.	New York.	
1	.105		.10		.10	.105	.115	.105			1
2	.115		.11		.12	.11	.10	.105			2
3	.115		.12			.11	.11	.11			3
4	.12125					.115	.11	.11			4
5	.12125					.12	.12	.115			5
6	.1325					.11	.10	.116			6
7	.1375					.11	.11	.115			7
8						.11	.095	.115			8
9						.11	.11	.115			9
10						.15	.17	.1775	.16 $\frac{1}{2}$	.175	10
11		.18			.16	.1775	.17	.22			11
12							.17	.1775			12
13											13
14											14
15		.08			.065	.06	.0641	.065	.053	.077	15
16		.09			.085	.08	.0747	.085	.064	.088	16
17		.11			.105	.10	.0855	.0975	.074	.099	17
18							.0960		.085		18
19							.1065		.096		19
20							.1176		.106		20
21		.025			.03 $\frac{1}{2}$	.025	.0225	.03	.031	.029	21
22						.0325	.0246	.031		.0275	22
23						.0375	.0316	.036			23
24							.0366				24
25											25
26		.02			.0225	.02	.0175	.022	.0225	.02 $\frac{1}{2}$	26
27						.025	.0195	.0225		.025	27
28						.0275	.0216	.0275	.024		28
29							.0263				29
30											30
31											31
32											32
33		.09			.09	.09	.1088	a. 105	.085	b. 065	33
34		.12				.105		a. 1125	.09	b. 065	34
35									.0975	b. 09	35
36									.0725		36
37		.09			.09	.10	.0925		.08		37
38		.12				.11			.08 $\frac{1}{2}$		38
39									.0925		39
40		c. 75			.83		.80		1.034		40
41		c. 85					.90		1.144		41
42		c. 95					1.00		1.2988		42
43		.35				d. 40	.415		.3825		43
44		.425			.33 $\frac{1}{2}$	d. 50	.499				44
45							.34				45
46							.39 $\frac{1}{2}$				46
47							.20			.175	47
48							.15			.1925	48

Abstract of proposals received and contracts awarded in San Francisco, Cal., under

[NOTE.—Figures in large type denote rates

## SUBSISTENCE SUPPLIES.

Number.	SUBSISTENCE SUPPLIES.	Quantity awarded.	Points of delivery.			
			San Francisco.	Chicago.	San Francisco.	
1	Barley, pearl, about No. 3, delivered in strong merchantable single sacks of about 100 pounds net each.....lbs.	1,100				
2						
3						
4	Beans (103,200 pounds pink, and 57,630 pounds white) good merchantable quality, sound and clean, put up in double bags, the inner bag to be of good substantial burlap, the outer one a gunny, lbs.	160,830			a 2.76 b 2.76	
5						
6	Coffee, milled, sound and clean, good quality, delivered in strong double sacks—no charge for sacks—subject to customary trade tare. No sample below No. 6 need be submitted. Samples of 1 pound coffee required.....lbs.	43,405		.09	9.98 9.74	
7						
8						
9						
10	Corn meal, must be of good quality, steam-dried, and either yellow or white, as required, and delivered in strong merchantable single sacks. Samples of not less than 10 pounds must be submitted, lbs.	38,200				
11						
12	Cracked wheat, packed in double sacks of about 100 pounds net each, cotton covered with burlap, lbs.	11,475				
13	Hard bread, best quality used by the Army, put up in strong boxes of 50 pounds each.....lbs.	70,610	3.528			
14	Hominy, good merchantable quality, sound, clean, put up in double bags, the inner bag of good substantial burlap, the outer one a gunny.....lbs.	13,485				
15	Rice, good quality, delivered in double bags, the inner bag to be of good substantial burlap, the outer one of gunny.....lbs.	26,835	3.47 3.32 3.22 3.04 4.85 4.32		.0265 .0235	3.82 2.82
16						
17						
18						
19						
20						
21	Roller oats, good quality, in pasteboard boxes of two pounds each, packed in trade cases of 72 pounds to the case.....lbs.	(*)				
22						
23						
24	Sugar must be granulated, standard, medium grain, delivered in double bags of about 100 pounds capacity, the inner bag to be of good heavy muslin, the outer one a new gunny.....lbs.	(†)				5.49
25						
26	Tea, Oolong, superior to fine trade classification, lbs.	(e)	.1315 .1410 .1530 .1638			.204 .184
27						
28						
29						
30						

\*61,595 pounds wanted. No award. †237,150 pounds wanted. No award.  
 ‡4,925 pounds wanted. No award.

advertisement of May 20, 1904, for furnishing supplies, etc., for the Indian service.

at which contracts have been awarded.]

## SUBSISTENCE SUPPLIES.

Number.	SUBSISTENCE SUPPLIES.	Quantity awarded.	Points of delivery.			
			San Francisco.	Chicago.	San Francisco.	
1	Barley, pearl, about No. 3, delivered in strong merchantable single sacks of about 100 pounds net each.....lbs.	1,100				
2						
3						
4	Beans (103,200 pounds pink, and 57,630 pounds white) good merchantable quality, sound and clean, put up in double bags, the inner bag to be of good substantial burlap, the outer one a gunny, lbs.	160,830			a 2.76 b 2.76	
5						
6	Coffee, milled, sound and clean, good quality, delivered in strong double sacks—no charge for sacks—subject to customary trade tare. No sample below No. 6 need be submitted. Samples of 1 pound coffee required.....lbs.	43,405		.09	9.98 9.74	
7						
8						
9						
10	Corn meal, must be of good quality, steam-dried, and either yellow or white, as required, and delivered in strong merchantable single sacks. Samples of not less than 10 pounds must be submitted, lbs.	38,200				
11						
12	Cracked wheat, packed in double sacks of about 100 pounds net each, cotton covered with burlap, lbs.	11,475				
13	Hard bread, best quality used by the Army, put up in strong boxes of 50 pounds each.....lbs.	70,610	3.528			
14	Hominy, good merchantable quality, sound, clean, put up in double bags, the inner bag of good substantial burlap, the outer one a gunny.....lbs.	13,485				
15	Rice, good quality, delivered in double bags, the inner bag to be of good substantial burlap, the outer one of gunny.....lbs.	26,835	3.47 3.32 3.22 3.04 4.85 4.32		.0265 .0235	3.82 2.82
16						
17						
18						
19						
20						
21	Roller oats, good quality, in pasteboard boxes of two pounds each, packed in trade cases of 72 pounds to the case.....lbs.	(*)				
22						
23						
24	Sugar must be granulated, standard, medium grain, delivered in double bags of about 100 pounds capacity, the inner bag to be of good heavy muslin, the outer one a new gunny.....lbs.	(†)				5.49
25						
26	Tea, Oolong, superior to fine trade classification, lbs.	(e)	.1315 .1410 .1530 .1638			.204 .184
27						
28						
29						
30						

a Pink.

b White.

c Only.

d Per case.

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.	Points of delivery.			
			Edward H. Lake.	William S. Miller.	John Rothschild.	George P. Laninger.
			San Francisco.			
1	Allspice, ground, in $\frac{1}{2}$ and 1 pound tins.....lbs..	84			a. 176 a. 121 b. 198 b. 132	.17 .14 .11 $\frac{1}{2}$ .11 $\frac{1}{2}$
2	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..	(*)			c. 275 b. 242	.29 .25 .19 .15 $\frac{1}{2}$
6	Bath brick.....doz..	56	.42			.35
7	Beeswax.....lbs..	308				
8	Boxes bluing.....doz..	217				
13	Candles, adamantine, 6's.....lbs..	490		.10 $\frac{1}{2}$		.22 .20 .19 .16 .21 .19 $\frac{1}{2}$ a. 297 b. 33 a. 154 b. 165
14	Cassia, ground, in $\frac{1}{2}$ and 1 pound tins.....do..	224				.17 .14 .15 .12
23	Cloves, ground, in $\frac{1}{2}$ and 1 pound tins.....do..	110				.17 .14 .15 .12
27	Cocoa, in $\frac{1}{2}$ and 1 pound tins.....do..	1,484				.17 .14 .15 .12
29	Cornstarch, in 1 pound packages.....do..	(†)			.0357	.05 $\frac{1}{2}$
31	Cream tartar, in $\frac{1}{2}$ and 1 pound tins.....do..	180				.35 .33
34	Ginger, ground, in $\frac{1}{2}$ and 1 pound tins.....do..	357				.17 .14 .15 .12
39	Hops, fresh, pressed.....do..	300				.40
41	Lye, concentrated.....doz..	900				

\*7,413 lbs. wanted. No award.  
†2,269 lbs. wanted. No award.  
a 1 pound.  
b  $\frac{1}{2}$  pound.  
c  $\frac{1}{4}$  pound.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GROCERIES.

Number.	Points of delivery.										
	Marvin A. Dean.	Hugh M. Johns.	James A. Snook.	Charles M. Yates.	Thomas E. Dunne.	Ivory F. Littlefield.	Christian W. Smith.	Sol. W. Ehrman.	Fred B. Dallam.	Getz Bros. & Co.	Samuel O. Meyer.
	Chi- cago.	San Francisco.				Not stated.	San Francisco.				Not stated.
1		.19	.18				.19			.17 $\frac{1}{2}$	
2		.17	.16							.15 $\frac{1}{2}$	
3		.17									
4		.15									
5	.18 $\frac{1}{2}$	.255	.15 $\frac{1}{2}$				.27 $\frac{1}{2}$		d 1.37 $\frac{1}{2}$	.24 $\frac{1}{2}$	
6	.17 $\frac{1}{2}$	.225	.13 $\frac{1}{2}$				.18 $\frac{1}{2}$		d 2.54	.21 $\frac{1}{2}$	
7	.17 $\frac{1}{2}$	.185									
8	.16 $\frac{1}{2}$	.155									
9	.16 $\frac{1}{2}$										
10	.15 $\frac{1}{2}$										
11	.17 $\frac{1}{2}$										
12	.16 $\frac{1}{2}$										
13	.275			.32	.37	.35	.29		.41	.3375	
14	.39	.69								.57	
15										.75	
16										.99	
17	.11									.08 $\frac{1}{2}$	
18	.22	.20					.22 $\frac{1}{2}$			.20 $\frac{1}{2}$	
19	.19	.18								.17 $\frac{1}{2}$	
20	.18										
21	.15										
22	.31	.24					.31 $\frac{1}{2}$			.29 $\frac{1}{2}$	
23	.28	.22								.26 $\frac{1}{2}$	
24	.27										
25	.24										
26		.32					f .37 $\frac{1}{2}$		f .37 $\frac{1}{2}$	.28	
27		.30									
28	.0373						.04 $\frac{1}{2}$		.05	.0380	.03 $\frac{1}{2}$
29	.365	.35					.36			.04 $\frac{1}{2}$	
30	.335	.33								.34	
31	.215									.21	
32	.195										
33	.19	.17					.19			.17 $\frac{1}{2}$	
34	.17	.16								.15 $\frac{1}{2}$	
35	.16										
36	.14										
37											
38							.22 $\frac{1}{2}$			.23 $\frac{1}{2}$	
39		.62					.46			.37 $\frac{1}{2}$	
40			.48						.65	.63	.37 $\frac{1}{2}$
41									.75	.36	
42											

d Per dozen.  
e Per set.  
f One-half to each.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

## GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued	Quantity awarded.	Point of delivery.		
			John Rothschild.	George P. Laninger.	James A. Snook.
			San Francisco.		
1	Matches, full count, .00 in box.....gross..	183			
2					
3	Mustard, ground, in $\frac{1}{4}$ and 1 pound tins.....lbs..	132	a. 176	.17	.16
4			b. 198	.15	.15
5			a. 099	.16	
6			b. 1265	.14	
7	Pepper, black, ground, in $\frac{1}{4}$ and 1 pound tins.....do...	775	a. 198	.17	.17
8			b. 231	.15	.16
9			a. 132	.15	
10			b. 1485	.13	
11	Sirup, in barrels of not exceeding 43 gallons. Sample of one-half gallon required.....galls..	400			.35
12					.34
13					.31
14					.15
15					.098
16	Sirup, in 5-gallon IC tin cans, cased. Sample of one-half gallon required.....galls..	20,000			.40
17					.39
18					.36
19					.21
20					.158
21	Soap, laundry. This must be a good quality of commercial tallow and resin 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 $\frac{1}{4}$ 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..	160,485			
22	Soap, 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 $\frac{1}{4}$ 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..	(*)			
23					
24	Soda, standard quality, in $\frac{1}{4}$ and 1 pound tin cans; packed in strong boxes of not more than 100 pounds each.....lbs..	1,275		.08	
25				.06	
26	Soda, washing, in boxes or barrels.....do...	13,625			
27	Starch, laundry, in boxes not exceeding 40 pounds each.....do...	8,025			
28					
29	Tomatoes, 3-pound cans.....doz..	1,847		.97	1.06
30					.96
31	Vinegar, in barrels.....galls..	325			
32					
33					
34	Vinegar, in kegs.....do...	860			
35					
36					
37					
38					
39					
40					
41					

\* 18,415 lbs. wanted. No award.

a One-pound tins.

b One-half-pound tins.

c Only.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GROCERIES—Continued.

Number.	Points of delivery.	San Francisco.	Not stated.	San Francisco.	Not stated.	San Francisco.	Number.
1							1
2							2
3							3
4							4
5							5
6							6
7							7
8							8
9							9
10							10
11							11
12							12
13							13
14							14
15							15
16							16
17							17
18							18
19							19
20							20
21							21
22							22
23							23
24							24
25							25
26							26
27							27
28							28
29							29
30							30
31							31
32							32
33							33
34							34
35							35
36							36
37							37
38							38
39							39
40							40
41							41

d 300 dozen only } 300 dozen to Hugh M. Johns.  
e 24-pound cans } 1,547 dozen to Getz Bros. & Co.

f Per 5-gallon keg.



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.	Point of delivery.				
			John T. Merrill.	Wakefield Baker.	Howard J. Hill.	Alonzo A. Watkins.	Henry Otto Wiedero.
			San Francisco.				
1	Bowls, white enamel ware:						
2	Pint.....doz..	92	.98			a1.88	
3	Quart.....do..	113	1.46			1.70	
4	Burners, lamp, heavy:						
5	No. 1.....do..	5 <sup>1</sup> / <sub>2</sub>					c.05
6	No. 2.....do..	40					c.07
7	Burners, lamp, for Rochester (Mammoth).....No..	85					1.75
8	Chambers, with covers, white enamel ware.....do..	89	b.35			.43	.52
9	Crocks:						
10	1-gallon, with covers.....do..	108					.16
11	2-gallon, with covers.....do..	173					.32
12	3-gallon, with covers.....do..	171					.48
13	Cruets, vinegar.....doz..	20			c.16		.12
14	Cups, coffee, white enamel ware.....do..	264	1.19			d1.20	
15	Cups, tea, white enamel ware.....do..	39	1.19			1.10	
16	Dishes:						
17	Meat, white enamel ware, 14-inch.....No..	374	.45				
18	Meat, white enamel ware, 16-inch.....do..	165	.51				
19	Vegetable, white enamel ware, without cover.....do..	707	.17				
20	Globes:						
21	Lantern, tubular, safety.....doz..	33	.60	.63			c.05
22	For tubular street lamps.....No..	108		.36			.39
23	Lamp shades:						
24	Metal, for Rochester (Mammoth) lamps.....do..	22					.24
25	Paper, with wire rims.....doz..	6-12					c.04
26	Porcelain, for students' lamps.....No..	124					.11
27	Lamps, heavy, glass or metal fount:						
28	Heavy metal bracket, with burner, chimney, and reflector, complete.....No..	201					.50
29	Table, not over 12 inches high, metal base, with burner and chimney, complete.....No..	12					.50
30	Lamps:						
31	Students', one-burner, with burner, shade, and chimney, complete.....No..	43					3.00
32	Rochester (Mammoth), hanging, with burner and chimney complete.....No..	25					2.40
33	Street, tubular, globe, with burners, complete.....do..	59		3.37			

a 80 dozen only.  
b No covers.c Each.  
d 180 dozen only.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## CROCKERY AND LAMPS.

Joseph Sloss.	Maurice Block.	Andrew B. C. Dohrman.	Henry Seller.	Andrew Carrigan.	Manhattan Supply Co.	Edward H. Feldmann.	Harry Unna.	Harry B. Lyford.	George Bauer.	John Roy Hiller.
Points of delivery.										
San Francisco.								San Francisco.	Chicago.	San Francisco.
.82		1.32	1.50	.98	1.44		1.49	1.33	1.24	
1.03			1.70				1.72			
1.24		1.98	2.00	1.48	1.74		1.15	1.77	1.65	
1.56			2.25	1.45			1.92			
							2.16			
							1.33			
.38	.41	.45				.41	.51			
	.55	.59					.42			
							.65			
.51	.55	.59				.65	.71			
	.73	.79					.55			
							.85			
	1.10									
.37	.50	.50		.33	.56		.56			
.44				.41			.67			
							.50			
	.20	.19								
	.40	.38								
	.60	.57								
	1.20	1.35								
	1.35									
1.13		1.44	1.50	1.33	1.44		1.20	1.29	1.24	
			1.70	1.20			1.28			
			1.50				1.25			
			1.70							
1.02		1.32	1.50	1.18	1.30		1.15	1.08	1.03	
				1.08			1.15			
.33		.40	.47	.36	.37 <sup>1</sup> / <sub>2</sub>		.40			
.41		.50	.56	.45	.46		.50	.43 <sup>1</sup> / <sub>2</sub>	.41 <sup>1</sup> / <sub>2</sub>	
.19		.25	.20	.19	.45		.19			
.23			.25	.20 <sup>1</sup> / <sub>2</sub>			.24			
							.28			
							.34			
.58		.61					.64			
.42									.35	
	.19	.19								
	.50	.39						.14 <sup>1</sup> / <sub>2</sub>		.15
	.10 <sup>1</sup> / <sub>2</sub>	.09 <sup>1</sup> / <sub>2</sub>								
.25	.44	.39						.52	.45	
	.40	.39								
	.45									
	2.23	2.46						2.20	e2.03	
	2.60	2.39								
3.38								e2.75	3.50	2.85

e No sample.

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.	Points of delivery.			
			San Francisco.			
			John F. Merrill.	Wakefield Baker.	Henry Otto Wiedero.	Joseph Sloss.
1	Lamp chimneys, sun-burner, extra heavy:					
2	No. 1.....doz..	16			a. 04	.46
3	No. 2.....do..	126			a. 10	.66
4	Lamp chimneys:				a. 06	
5	For students' lamps.....do..	71			a. 14	
6	For Rochester lamps (Mammoth).....do..	82			a. 05	
7	Lamp wicks:				a. 04	1.50
8	Boiled, No. 0.....do..	44			a. 18	
9	Boiled, No. 1.....do..	65			a. 00 <sup>1</sup> / <sub>2</sub>	.02 <sup>1</sup> / <sub>2</sub>
10	Boiled, No. 2.....do..	120			a. 00 <sup>3</sup> / <sub>4</sub>	.03
11	Boiled, for students' lamps.....do..	75			a. 00 <sup>1</sup> / <sub>2</sub>	.04 <sup>1</sup> / <sub>2</sub>
12	Boiled, for tubular street lamps.....do..	59			a. 01	.12
13	For Rochester lamps (Mammoth).....do..	46			a. 00 <sup>3</sup> / <sub>4</sub>	.06 <sup>3</sup> / <sub>4</sub>
14	Lanterns, tubular, safety.....No..	144	.42	.38	.08	.79
15	Pepper sprinklers, glass.....doz..	60			.40	.37
16	Pitchers:				.40	
17	Pint, white enamel ware.....No..	259	.32		.03	.20
18	Quart, white enamel ware.....do..	255	.45			.27
19	Sirup, glass, pint, metal top.....doz..	29		.25		.32
20	Water, 2-quart, white enamel ware.....No..	380	.45			.38
21	Water, 3-quart, white enamel ware.....do..	381	.54			.49
22	Washbowl, white enamel ware.....do..	152	.63			.58
23	Plates, white enamel ware:					.73
24	Breakfast.....doz..	128	.87			1.15
25	Dinner.....do..	146	.98			.98
26	Sauce.....do..	199	.76			.66
27	Soup.....do..	37	.98			.92

a Each.

b 37 dozen only.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## CROCKERY AND LAMPS—Continued.

Number.	Points of delivery.									
	San Francisco.									
	Maurice Block.	Andrew B. C. Dohrman.	Henry Seller.	Andrew Carrigan.	Manhattan Supply Co.	Edward H. Feldmann.	Harry Unna.	Harry B. Lyford.	Alonzo A. Watkins.	
1	.45	.50					.99			1
2	.80						1.07			2
3	.65	.70					1.27			3
4	1.00						1.35			4
5	.32	.31								5
6	1.62	1.48					1.50			6
7										7
8		.02 <sup>1</sup> / <sub>2</sub>				.02 <sup>1</sup> / <sub>2</sub>	.02 <sup>1</sup> / <sub>2</sub>			8
9		.03 <sup>1</sup> / <sub>2</sub>				.03 <sup>1</sup> / <sub>2</sub>	.03 <sup>1</sup> / <sub>2</sub>			9
10		.04 <sup>1</sup> / <sub>2</sub>				.04 <sup>1</sup> / <sub>2</sub>	.04 <sup>1</sup> / <sub>2</sub>			10
11	.06	.12 <sup>1</sup> / <sub>2</sub>								11
12		.07 <sup>1</sup> / <sub>2</sub>					.75		.06 <sup>1</sup> / <sub>2</sub>	12
13	.71	.76					.75		.68	13
14	.37	.39 <sup>1</sup> / <sub>2</sub>		.37			.38			14
15	.37	.38					.34			15
16		.49		.32	.33		.36	.29 <sup>1</sup> / <sub>2</sub>	.27 <sup>1</sup> / <sub>2</sub>	16
17	1.50	.50	.40	.37	.374		.42	.36 <sup>1</sup> / <sub>2</sub>	.34 <sup>1</sup> / <sub>2</sub>	17
18	2.00	2.70								18
19	2.60	.60	.56	.47	.53		.53	.44	.41 <sup>1</sup> / <sub>2</sub>	19
20		.70	.66	.59	.64		.50			20
21		1.25		.63	1.05		.58		.50	21
22		.96	1.50	1.63	1.70		.42	1.00	.96 <sup>1</sup> / <sub>2</sub>	22
23			1.70	1.98			.59			23
24			1.32	1.34			.88			24
25			2.05	1.95	1.97		1.50			25
26			2.45	1.20			1.80		b. 92	26
27			2.80				2.15			27
28							.95			28
29							1.14			29
30							1.33			30
31			1.35	.70 <sup>1</sup> / <sub>2</sub>	1.14		1.33	1.08	1.03	31
32			2.55	2.00	1.97		2.00			32
33			2.80	1.20			2.25			33
34				1.80			.95			34
35							1.14			35
36							1.33			36
37							1.33			37
38							1.33			38
39							1.33			39
40							1.33			40
41							1.33			41
42							1.33			42
43							1.33			43
44							1.33			44
45							1.33			45

c No sample.

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.	Points of delivery,				
			San Francisco.				
			John F. Merrill.	Alonzo A. Watkins.	Henry Otto Wiedero.	Joseph Sloss.	Maurice Block.
1	Reflectors, for bracket lamps, 7-inch No.	30			.16		.15
2	Salt sprinklers, glass doz.	124			.03		.37
3	Saucers, white enamel ware:						
4	Coffee do.	230	.76	.80		.74	
5	Tea do.	34	.76	.70		.66	
6	Tumblers do.	396			.02½		.35
7	Washbowls, white enamel ware No.	207	.21	.24		.18	
8					.03½		
9						.22	
10						.29	
11							
12							

## FURNITURE AND WOODEN WARE.

CLASS No. 10.—FURNITURE AND WOODEN WARE.							
13	Baskets:						
14	Clothes, large No.	410					
15	Measuring, ¼-bushel do.	24					
16	Measuring, 1-bushel do.	50					
17	Bedsteads, wrought-iron frame:						
18	Double, with casters, six feet long inside, 4 feet						
19	wide, with woven-wire mattress No.	(*)					
20	Single, with casters, 6 feet long inside, 3 feet						
21	wide, with woven-wire mattress No.	(†)					
22	Bowls, wooden, chopping, round, packed in cases:						
23	15-inch No.	45	.20		.14½		
24	18-inch do.	18	.34		.28		
25	Brooms:						
26	To weigh not less than 27 pounds per dozen, in						
27	bundles of 1 dozen, matted in burlaps; sam-	391			2.25		
28	ples of one dozen required doz.				2.35		
29					2.50		
30	Whisk do.	102			.80		
31					1.10		
32	Brushes:						
33	Dust do.	93			2.15		
34					3.40		
35	Scrub, 6-row, 10-inch do.	71			1.37		
36					1.92		

\*91 wanted; no award.

†265 wanted; no award.

a No sample.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.  
at which contracts have been awarded.]

## CROCKERY AND LAMPS—Continued.

Number.	Points of delivery.										Number.
	San Francisco.					Chicago.	San Francisco.			Not stated.	San Francisco.
1	Andrew B. C. Dohrman.										1
2	Henry Seller.										2
3	Andrew Carrigan.										3
4	Manhattan Supply Co.										4
5	Harry Unna.										5
6	Harry B. Lyford.										6
7	Edward H. Lake.										7
8	Indianapolis Furniture Co.										8
9	John Hoey.										9
10	Edward H. Feldmann.										10
11	Fred. B. Dallam.										11
12	Christian W. Smith.										12
	Wakefield Baker.										
	James I. Holcomb.										

## FURNITURE AND WOODEN WARE.

13	.70				.80	a.58		.71		.75	.665		13
14					.68			.69					14
15					.62								15
16					.25					.30	.29		16
17											.25		17
18					.69	.17½		.69		.30	.50		18
19					.50			.53		.70			19
20					.50								20
21								8.75	6.75				21
22								7.50	5.85				22
23	.23				.20	a.14		.20		.18			23
24					.35								24
25	.54				.50	.33½				.30			25
26					2.95			3.43		2.84	3.75		26
27					3.40			2.25		2.60	3.24		27
28											2.67		28
29											2.64		29
30											2.38		30
31	1.60				.82	1.10	1.18	.87		.88	1.15	.87	31
32					1.30					1.30	.90	.87	32
33					1.00						.87		33
34					.60								34
35													35
36	2.90			2.90	1.90			1.89		2.65	3.25		36
37					2.49						2.45		37
38					4.25						1.74		38
39													39
40													40
41	1.25			1.32	1.50			1.29		1.25	1.33		41
42					1.25							1.18	42

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.	Points of delivery.				
			Edward H. Lake.	John F. Merrill.	Wakefield Baker.	Charles F. Weber.	Emory C. Brace.
			San Francisco.				
1	Brushes:						
2	Shoe, dauber.....doz..	63					
3	Shoe, polishing.....do...	78	2.86				
4	Stove, 5-row, 10-inch.....do...	23	1.49	1.38	1.34		
5							
6							
7	Buckets, well, oak, extra strong.....No..	45			.33		
8							
9	Bureaus, 3 drawers, burlaped and crated, not over two in each crate.....No..	(*)					12.00
10							12.50
11							11.45
12							12.60
13							14.50
14	Chairs:						
15	Reed-seat, close-woven.....doz..	47				10.30	
16	Wood, bow-back, 4 spindles to back....do...	101				7.00	
17						7.60	
18						7.35	
19	Wood, office, bow-back and arms, revolving.....No..	13				4.25	
20	Churns, barrel, revolving, to churn 5 gals. do...	10			3.08		
21	Clocks, 8-day, pendulum or spring lever....do...	31					
22							
23	Clotheslines:						
24	Galvanized wire, in lengths of 100 feet, per 100 feet.....feet..	20,300			.14		
25					.20		
26	Rope.....No..	46			.09		
27					.06		
28	Clothespins.....gross..	236			.15		
29	Desks, office, medium size and quality, wrapped in heavy paper and burlaped.....No..	3				17.50	
30	Desks, school, with seats, double:						
31	No. 1, for scholars 18 to 21 years old.....do...	6				3.63	
32	No. 2, for scholars 15 to 18 years old.....do...	13				3.63	
33	No. 3, for scholars 13 to 15 years old.....do...	13				3.48	
34	No. 4, for scholars 11 to 13 years old.....do...	13				3.48	
35	No. 5, for scholars 8 to 11 years old.....do...	13				3.33	
36	No. 6, for scholars 5 to 8 years old.....do...	6				3.33	
37							
38							
39							
40							
41							

\* 97 wanted; no award.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## FURNITURE AND WOODEN WARE—Continued.

Charles M. Wiggin.	Indianapolis Furniture Co.	Joseph Sloss.	James I. Holcomb.	Andrew B. C. Dohrman.	Manhattan Supply Co.	Edward H. Feldmann.	Harry Unna.	Harry B. Lyford.	Fred B. Dallam.	Andrew Carrigan.	Number.
Points of delivery.											
San Francisco.							San Francisco.	Chi- cago.	San Francisco.		
		.50			.74	1.15	.55				1
		1.18				1.45	.92				2
		1.84	2.10	2.75	2.00		2.05		2.04		3
		2.58					3.10				4
		1.28	1.15	2.00	1.40	1.25	2.00		1.69		5
		1.85				1.50	2.90				6
						1.65					7
		.39				.45	.36	a. 28	.37		8
						.60					9
	6.45										10
											11
7.48	11.75										12
	7.50										13
											14
4.20	4.75										15
	2.00	3.08				2.80	3.00	2.58	1.95		16
				2.62				2.73	2.25		17
				2.75							18
				3.00							19
											20
		.13½				.30	.14½	.19½	.16	.135	21
		.17					.07			.04	22
		.06									23
		.13		.14		.12	.11½	a. 09½			24
	15.00										25
											26
3.78											27
3.53											28
3.72											29
3.48											30
3.58											31
3.33											32
3.52											33
3.28											34
3.38											35
3.11											36
3.32											37
3.06											38
											39
											40
											41

a No sample.

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.	Charles F. Weber.	Charles M. Wiggin.	Wakefield Baker.	Leonard H. McRoskey.
			Points of delivery.			
			San Francisco.			
1	Desks, school, back seats for, double:					
2	No. 1.....No.	10	3.23	3.14		
3	No. 2.....do	7	3.23	2.68		
4	No. 3.....do	14	3.23	3.11		
5	No. 4.....do	7	3.23	2.66		
6	No. 5.....do	7	3.23	3.04		
7	No. 6.....do	7	3.23	2.59		
8	No. 7.....do	7	3.23	3.01		
9	No. 8.....do	7	3.25	2.56		
10	No. 9.....do	7	3.25	2.98		
11	No. 10.....do	7	3.25	2.49		
12	Desks, school, with seats, single:					
13	No. 1, for scholars 18 to 21 years old.....do	10	2.78	2.96		
14	No. 2, for scholars 15 to 18 years old.....do	76	2.78	2.68		
15	No. 3, for scholars 13 to 15 years old.....do	36	2.63	2.89		
16	No. 4, for scholars 11 to 13 years old.....do	26	2.63	2.59		
17	No. 5, for scholars 8 to 11 years old.....do	10	2.63	2.78		
18	No. 6, for scholars 5 to 8 years old.....do	10	2.48	2.47		
19	No. 7, for scholars 5 to 8 years old.....do	10	2.48	2.73		
20	No. 8, for scholars 5 to 8 years old.....do	10	2.48	2.41		
21	No. 9, for scholars 5 to 8 years old.....do	10	2.48	2.57		
22	No. 10, for scholars 5 to 8 years old.....do	10	2.48	2.29		
23	No. 11, for scholars 5 to 8 years old.....do	10	2.48	2.49		
24	No. 12, for scholars 5 to 8 years old.....do	10	2.48	2.22		
25	Desks:					
26	School, back seats for, single, No. 2.....do	10	2.48	2.57		
27	Teacher's, medium size and quality, wrapped in heavy paper and burlaped.....No.	14	10.00	2.27		
28	Teacher's, medium size and quality, wrapped in heavy paper and burlaped.....No.	14	9.00	11.52		
29	Teacher's, medium size and quality, wrapped in heavy paper and burlaped.....No.	14	10.75	10.78		
30	Handles:					
31	Hammer, 16-inch.....doz	29		.38		
32	Hatchet.....do	14		.55		
33	Sledge, "extra," 36-inch.....do	20		1.48		
34	Machines, sewing:					
35	"Family," with cover and accessories.....No.	49				
36	Tailor's, with attachments.....do	7				
37	Mattresses:					
38	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.	261				3.80
39	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.	261				3.35
40	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.	261				3.00
41	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.	261				2.75
42	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.	731				3.15
43	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.	731				2.70
44	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.	731				2.50
45	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.	731				2.30
46	Measures, 4-bushel, wood, ironbound, or all iron.....No.	6				
47	Mirrors, not less than 15 by 18 inches.....do	196				

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## FURNITURE AND WOODEN WARE—Continued.

Number.	Fred Carter.	Indianapolis Furniture Co.	John Hoey.	John A. Clover.	Joseph Sloss.	Andrew Carrigan.	Manhattan Supply Co.	Harry B. Lyford.	Fred B. Dallam.	Harry Unna.	David Stoltz.	Schussler Brothers.
	Points of delivery.											
	San Francisco.				San Francisco.	Chi-cago.	San Francisco.					
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					.43	.48		.49	a. 40			
29					.39	.44		.46	a. 36			
30					1.34	1.49		1.55	a. 1.20			
31					16.00	12.50		17.10				
32					12.00							
33					24.00			24.90				
34	3.07	2.33	3.50									
35		2.49										
36												
37												
38												
39	2.57	2.07	2.75									
40		2.24										
41												
42								.14	.90	.45		
43		2.00								1.15	188.16	1.27
44										1.25		.65

a No sample.

*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.	Wakefield Baker.	Leonard H. McRoskey.	Indianapolis Furniture Co.	John Hoey.	Joseph Sloss.
			Points of delivery.				
			San Francisco.				
1	Mopsticks .....doz..	123	.84				.84
2			.99				
3							
4							
5	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..	767		1.50 1.30 1.05 .85 .75	.55	.85	
6							
7							
8							
9							
10	Rolling-pins, 2½ by 13 inches, exclusive of handles .....No..	28	.07½				.08
11	Rope, manila:						
12	¾-inch .....lbs.	1,000	11½				.1178
13	¾-inch .....do..	1,220	11½				.1128
14	¾-inch .....do..	850	11½				.1128
15	¾-inch .....do..	1,410	11½				.1128
16	1-inch .....do..	1,450	11½				.1128
17	1½-inch .....do..	500	11½				.1128
18	Sash cord .....do..	260	.21½				.246
19	Stools, wood.....doz..	118			6.00		
20							
21							
22	Washboards, double zinc, in bundles of one dozen, with 2 cleats 2 by ¾ inch each side of bundle .....No..	385	.27				.24½
23							
24	Washstands, wood, burlaped and crated, not over 4 in one crate .....No..	(*)			4.10		
25	Washing machines, extra heavy, well crated (bids on light machines will not be considered) .....No..	103					5.27 5.75 5.98
26							
27							
28	Washtubs, three hoops, in nests of the three largest sizes .....No..	9					
29	Wringers, clothes, wood frame:						
30	Rolls 12 by 1½ inches .....do..	114	1.94				1.97 2.40
31	Rolls 10 by 1½ inches .....do..	21	1.08				1.09 1.60
32							

\* 85 wanted; no award.

*under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

**FURNITURE AND WOODEN WARE—Continued.**

Fred B. Dallam.	Andrew B. C. Dohrman.	Andrew Carrigan.	Edward H. Feldmann.	Harry Unna.	James A. Haskett.	Harry B. Lyford.	Chas. T. Weber.	Emory C. Brace.	Jno. F. Merrill.	Edward H. Lake.	Lewis V. Henrich.	Number.
Points of delivery.												
San Francisco.					San Francisco.	Chi-cago.	San Francisco.					
4.89 1.84	1.00	.94 .97 1.00 1.10	.90	.84 1.25	-----	.91	.65	-----	-----	-----	-----	1 2 3 4
-----	.08½	-----	.09	.09	-----	-----	.06	-----	-----	-----	-----	5 6 7 8 9
-----	-----	-----	-----	-----	.14 .13½ .13½ .13½ .13½ .13½ .13½	-----	-----	-----	-----	-----	-----	10 11 12 13 14 15 16 17 18
5.27	-----	.24½	-----	-----	-----	-----	-----	5.14	6.75 7.25 8.85 10.25	-----	-----	19 20 21 22 23
.30 .17	.32	-----	.26 .22	.19 .26	-----	-----	-----	-----	.21	-----	-----	24 25 26
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	27
5.85 5.54	-----	-----	6.00	6.25	-----	-----	4.62	-----	-----	4.39	6.15 6.00 5.90	28 29 30
.70	-----	-----	1.15	-----	-----	-----	1.80	-----	-----	-----	-----	31
1.89	2.07	-----	-----	1.95	-----	-----	-----	-----	3.20	-----	-----	32
1.58	1.60	-----	2.60	1.50	-----	-----	-----	-----	2.10	-----	-----	33 34 35

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

## HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.	Quantity awarded.	Points of delivery.		
			Wakefield Baker.	William Davis.	Jacob George Leibold.
			San Francisco.		
1	Awl hafts, patent:				
2	Pegging.....doz.	1	.48		
3	Sewing.....do.	3	.48		
4	Awls:				
5	Patent, pegging, assorted.....do.	30	.04		
6	Patent, sewing, assorted.....do.	30	.06		
7	Round, with handle.....do.	6-12			
8	Saddler's assorted.....do.	43	.06	.25	
9	Bits, loose ring, snaffle, X. C.:				
10	Jointed, 2½-inch.....do.	21		.90	
11	Stiff, 2½-inch.....do.	7		.90	
12	Blacking, shoe.....boxes.	4,130			
13	Blankets, horse.....No.	58		1.20	
14	Bridles, riding.....do.	17		1.85	
15	Bristles.....oz.	23		.99	1.75
16	Brooms, stable.....No.	112	.29		
17	Brushes, horse, leather backs.....do.	61	.39		
18			.62	.40	
19				.50	
20	Buckles, breast straps, snaps and buckles, malleable iron, X. C., 1½-inch.....doz.	6		1.00	
21	Buckles, bar rein, malleable iron, X. C.:				
22	¾-inch.....gross.	4		1.05	
23	¾-inch.....do.	2 <sup>a</sup>		1.25	
24	¾-inch.....do.	6 <sup>a</sup>		1.69	
25	1-inch.....do.	5 <sup>a</sup>		2.00	
26	Buckles, harness, sensible, malleable iron, X. C.:				
27	¾-inch.....do.	1		1.40	
28	1-inch.....do.	1		1.80	
29	1½-inch.....do.	1		3.75	
30	Buckles, roller, girth, malleable iron, X. C., 1½-inch.....do.	1 <sup>a</sup>			
31	Buckles, roller, harness, malleable iron, X. C.:				
32	¾-inch.....do.	8		.83	
33	¾-inch.....do.	12		1.13	
34	1-inch.....do.	11		1.27	
35	1½-inch.....do.	4 <sup>a</sup>		1.90	
36	1½-inch.....do.	2 <sup>a</sup>		2.35	
37	2-inch.....do.	4-12		3.35	
38	Buckles, trace, 3-loop, Champion, X. C.:				
39	1½-inch.....doz pairs.	1		1.10	
40	1½-inch.....do.	1		1.25	
41	1½-inch.....do.	5		1.53	
42	2-inch.....do.	6		1.78	
	Burnishers:				
	Heel, corrugated.....No.	2			
	Heel, plain.....do.	8			
	Shank.....do.	6			

<sup>a</sup>No. 40.  
<sup>b</sup>No. 50.  
<sup>c</sup>No. 65.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.  
 at which contracts have been awarded.]

## HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.

William D. Keyston.	John P. Winchester.	Edward H. Horton.	Joseph Sloss.	Fred B. Dallam.	John H. Spohn.	James I. Holcomb.	Andrew Carrigan.	Samuel W. Burtchaell.	Harry B. Lyford.	Edward H. Feldmann.	Harry Unna.	
Points of delivery.												
San Francisco.									Chi- cago.	San Francisco.		Number.
			.43				.43	.41	.42			1
			.45				.45	.43				2
			.02				.04	.03				3
			.04				.06	.09				4
	3.90		3.25				.40					5
	.25		.04				.06					6
	.90											7
	.90											8
				.0364	.240.92			.03		.03		9
								.06				10
								.03				11
	2.50	1.73						.03	1.60			12
		2.05										13
	1.25											14
	.60							.90				15
			.29							.40		16
				.35							.19	17
1.83	.55		.28	.31		a.75					.31	18
.90	.90		.70			b.95					.55	19
						c1.25						20
.76	1.00											21
.80	1.00											22
1.10	1.15								.56			23
1.26	1.70								.73			24
1.58	2.10								.94			25
									1.10			26
	1.35								.78			27
	1.85								.99			28
	3.75								2.05			29
	2.35								1.30			30
.58	.80								.45			31
.80	1.13		.72						.63			32
1.00	1.27		.83						.71			33
1.36	1.85		1.16						1.03			34
1.71	2.32		1.37						1.30			35
2.48	3.30		2.10						1.84			36
	1.06								.56			37
.90	1.25								.64			38
.98	1.55								.72			39
1.25	1.75								1.02			40
								.50				41
								.40				42
								.60				43

<sup>a</sup>All.

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.	Points of delivery.		
			Wakefield Baker.	William Davis.	Jacob George Leibold.
			San Francisco.		
1	Cement, shoe, 2-ounce .....	16 <sup>2</sup> <sub>12</sub>			
2	Chains, halter, with snap, 4½ feet, No. 0 .....	18 <sup>1</sup> <sub>12</sub>	.19		
3	Channel cutters .....	3	.14		
4	Channel openers .....	3			
5	Cinches .....	10		.75	
6	Clamps, sewing, knee .....	2			
7	Clips:				
8	Hame, japanned .....	2			
9	Trace, polished, 4½-inch, malleable iron .....	1			
10	Cockeyes, screwed, japanned:				
11	1½-inch .....	2 <sup>2</sup> <sub>12</sub>		.25	
12	1½-inch .....	37		.27	
13	1½-inch .....	22		.34	
14	2-inch .....	4		.50	
15	Collars, horse:				
16	17 to 19 inches, by ½-inch .....	302		1.44½	1.10
17				1.49½	2.00
18				1.99½	2.20
19	19½ to 21 inches, by ½-inch .....	38		1.54½	1.10
20				1.59½	2.00
21				2.09½	2.20
22	21½ to 24 inches, by ½-inch .....	21		1.74½	1.20
23				1.79½	2.40
24				2.34½	2.60
25	Collars, mule, 15 to 16½ inches, by ½-inch .....	164		1.41½	1.10
26				1.46½	2.00
27				1.96½	2.20
28	Currycombs, tinned iron, 8 bars .....	17 <sup>2</sup> <sub>12</sub>	1.04		
29	Cutter, peg, regular .....	6			
30	Dressing, shoe .....	119			
31	Eyelets, black, B, long .....	29			
32	Eyelet hooks, black .....	16			
33	Eyelet sets, hand .....	3			
34	Eyelet set, foot power .....	1			
35	Eyelet hook set, foot power .....	1			
36	Halters .....	103		.94	.70
37				1.08	.85
38	Hair, gray goat .....	(*)			1.00
39	Hames, Concord, size 18 by 20 inches, wood, high top, clip and breast ring .....	104		.98	

a1 only.

\*70 pounds required; no bid.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	Points of delivery.										Number.
	San Francisco.					San Francisco.	Chi-cago.	San Francisco.	Not stated.	San Francisco.	
1					1.10						1
2								.15			2
3											3
4	1.15				.60						4
5					.20						5
6	.55										6
7	.40										7
8					.50						8
9	.60			.18							9
10	.28										10
11	.24										11
12	.29			.26							12
13	.34			.32							13
14	.44			.45							14
15	1.75	1.96									15
16		1.80									16
17		1.58									17
18		1.42									18
19	1.85	1.96									19
20		1.80									20
21		1.58									21
22	2.25	1.42									22
23		2.60									23
24		2.35									24
25		2.05									25
26		1.90									26
27	1.62	1.96									27
28		1.80									28
29		1.58									29
30	1.40	1.42	1.10	1.24		1.19	1.05	1.25			30
31			1.45					1.25			31
32					.50						32
33					.70						33
34					.09			.90			34
35					.70						35
36					.60						36
37					4.50						37
38					4.50						38
39											39
40	1.00	.60							a1.30	1.05	40
41		.85							a.95	1.00	41
42		.90									42
43											43
44	.41	.98					.47½				44



*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.	William Davis.	Jacob George Leibold.	Thomas E. Rock.	John P. Winchester.
			Points of delivery.			
			San Francisco.			
1	Harness:					
2	Double, complete, without breeching, Concord					
3	hames ..... sets..	115	27.78	22.18	29.75	26.70
4	Plow, double, with backband and collars, Con-		24.78	24.57		
5	cord hames ..... sets..	248	12.98½	14.15	14.50	13.85
6				16.55		
7	Ink, burnishing (quarts) ..... doz..	12		16.85		
8	Jack, low-arm, for lasting and pegging ..... No..	1				
9	Knives:					
10	Cutting ..... doz..	(*)				
11	Gauge ..... do..	2-12				13.50
12	Head, large size ..... do..	5-12				15.00
13	Round, large size ..... do..	6-12				22.20
14	Shoe, square point, No. 3 ..... do..	13				2.25
15	Skiving, regular ..... do..	4				
16	Splitting, 10-inch ..... No..	1				10.25
17	Straight, shoemaker's ..... doz..	3				2.25
18	Laces, shoe:					
19	Leather, 36-inch ..... gross..	100				
20						
21	Tubular, 36-inch black, extra heavy ..... do..	370				
22						
23						
24						
25						
26	Lamps, kit ..... No..	2				
27	Last hooks ..... do..	4				
28	Laster, shank, crab ..... do..	1				
29	Lasts:					
30	Boys' iron bottom, assorted, 1 to 5 ..... pairs..	11				
31	Men's, iron bottom, assorted, 6 to 10 ..... do..	9				
32	Misses', iron bottom, assorted, 13 to 2 ..... do..	9				
33	Women's, iron bottom, assorted, 3 to 8 ..... do..	11				
34	Lap, iron, 3 sizes ..... No..	11				
35	Leather:					
36	Dongola, kid ..... lbs..	106				
37	Calfskin ..... do..	700				.67½
38						
39						
40	Harness (15 to 22 pounds per side) ..... do..	5,195			.34½	.30
41						.29
42	Kip (about 5-pound sides) ..... do..	425				d 18½
43						.40
44						

\*Seven dozen wanted; no bid.  
 a With breeching and collars.  
 b With collars, less breeching.  
 c Less collars and breeching.  
 d Per foot.

*under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

John C. Lastufka.	Samuel W. Burtchae.	Albert Kuhlme.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Harry Unna.	Michigan Leather Co.	Harry A. Hess.	John R. Cook.	Clarence W. Purring-ton.	Frank W. Sumner.	Butler E. Shaw.	Alfred J. Marcus.	Maurice Windt.	Number.
Points of delivery.															
Not stated.	San Francisco.														
236.25	24.65														1
629.25	22.45														2
25.15															3
	18.55														4
	14.30														5
1.68															6
3.25															7
															8
															9
				12.00											10
															11
.73		.50		.85	.74	.45									12
		.75				.45									13
1.95															14
9.00															15
.73															16
															17
2.10						1.50	1.75	1.70							18
1.72						1.75		1.65							19
1.55						2.10									20
.477						.62	.49	.56							21
.45						.56		.53							22
						.50		.51							23
						.40		.50							24
								.49							25
.60															26
.15															27
.60															28
.90															29
.90															30
.90															31
.90															32
.48															33
1.88							.78	.90							34
								1.85							35
.70							.65	.65	.78	724					36
.65								.60	.74						37
								.69	.62						38
.31							.32	.309	.294						39
							.30		.273	.269	.284	.3045	.27975		40
.46							.50	.50	.589	.2824					41
.44															42
.41															43
															44

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.	San Francisco delivery.			
			Clarence W. Coburn.	William D. Keyston.	Charles M. Yates.	Thomas E. Dunne.
1	Leather:					
2	Lace, per pound.....sides.	43		.58		
3	Sole, hemlock.....lbs.	545				
4	Sole, oak.....do.	4,580				
5	Lining, shoe.....yds.	155				
6	Needles, harness, assorted, 4, 5, and 8.....doz.	77				
7	Nails, iron, Swede:					
8	1-14.....lbs.	15				
9	1-16.....do.	51				
10	1-16.....do.	32				
11	1-14.....do.	47				
12	Oil, neat's-foot, in 1-gallon cans, cased; sample of at least 8 ounces required.....galls.	74	.65		.72	.69½
13	Ornaments, nickel, 1-inch.....gross.	1				
14	Pad hooks, band, X. C.....do.	6-12				
15	Pad screws, X. C.....do.	6-12		1.48		
16	Paste, Austrian.....lbs.	25				
17	Pegs, shoe:					
18	3-14.....galls.	7				
19	4-12.....do.	7				
20	5-12.....do.	7				
21	6-11.....do.	4				
22	7-10.....do.	3				
23	Pinchers, lasting, steel, No. 4.....No.	12				
24	Planes, edge, sizes 4 to 12.....do.	7				
25	Punches:					
26	Hand, oval, Nos. 1 to 14.....do.	24				
27	Spring, harness, 6, 7, and 8 tube.....do.	13				
28	Rasps:					
29	Peg (or peg break).....No.	6				
30	Shoe, 8-inch, regular.....do.	18				
31	Shoe, 10-inch, regular.....do.	24				
32	Rivets, hame, Norway, malleable, ½-inch.....lbs.	6				
33	Rings, halter, 2½-inch.....doz.	19		.58		
34	Rings, harness, malleable iron, X. C.:					
35	1-inch.....do.	31		.04		
36	1-inch.....do.	18		.05		
37	1-inch.....do.	23		.06		
38	1½-inch.....do.	14				
39	1½-inch.....do.	28				
40	Rosettes, nickel plate:					
41	1-inch.....do.	5		.20		
42	2-inch.....do.	2		.28		
	Rules, 3-foot, straight, boxwood.....No.	6				

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

San Francisco delivery.																Number.
Ivory F. Littlefield.	John P. Winchester.	Edward H. Horton.	Joseph Sloss.	Frank W. Sumner.	John R. Cook.	Butler E. Shaw.	Alfred J. Marcus.	Clarence W. Purrington.	Goodyear Rubber Co.	William M. Shear.	Samuel W. Burtchaeil.	Marcus Windt.	Michigan Leather Co.	Wakefield Baker.		
.....	a .18 .37½	.48½	.41	.....	.....	.....	.44½	.41½ <sub>10</sub>	b 15½	.50	.....	.....	.39	.....	1	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.28	.....	2	
.....	c .28 c .26	.....	.....	.23	.2590	.22½	.26½	d .28½	.....	.....	.30	.24125	.24	.....	3	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.28	.....	.29	.....	4	
.....	.05	.....	.02½	.....	.....	.....	.....	.....	.....	.....	.16	.....	.....	.....	5	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.02½	.....	.....	.....	6	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.07½	.....	.....	.....	7	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.07½	.....	.....	.....	8	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.07½	.....	.....	.....	9	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.07½	.....	.....	.....	10	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.07½	.....	.....	.....	11	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.07½	.....	.....	.....	12	
.85	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	13	
1.25	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	14	
19.50	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	15	
2.25	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	16	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.23	.....	.....	.....	17	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.35	.....	.....	.....	18	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.35	.....	.....	.....	19	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.35	.....	.....	.....	20	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.35	.....	.....	.....	21	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.35	.....	.....	.....	22	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.70	.....	.....	.....	23	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1.60	.....	.....	.....	24	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	25	
.....	.20	.....	.30	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	26	
.....	.70	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	27	
.....	.....	.....	.18	.....	.....	.....	.....	.....	.....	.....	.....	.....	.24	.....	28	
.....	.....	.....	.46	.....	.....	.....	.....	.....	.....	.....	.....	.....	.34	.....	29	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.44	.....	30	
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.50	.....	.....	.....	31	
.....	.....	.....	.14	.....	.....	.....	.....	.....	.....	.....	.15	.....	.....	.....	32	
.....	.....	.....	.19	.....	.....	.....	.....	.....	.....	.....	.20	.....	.....	.....	33	
.....	.15	.....	.09	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	34	
.20	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	35	
.....	.06	.....	.03	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	36	
.....	.08	.....	.04	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	37	
.....	.12	.....	.05	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	38	
.....	.15	.....	.07	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	39	
.25	.....	.....	.08	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	40	
.....	.25	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	41	
.....	.35	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	42	
.....	.55	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	43	

a Per foot.

b Per square foot.

c Rolls of 10 size, 5 clear and 5 Butt brands.

d Half, clear, half Butt brands.

## 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.	Points of delivery.	
			San Francisco.	
			Wakefield Baker.	William Davis.
1	Saddles.....No.	10		14.00
2	Sheepskins, for shoe linings, medium weight, pink and russet, doz	5		
3	Slides, breast-strap:			
4	1½-inch, japanned.....doz	6		.35
5	1½-inch, japanned.....do	12		.40
6	Snaps, harness, malleable iron, X. C.:			
7	1-inch.....gross	4½	2.00	2.08
8	1-inch.....do	4½	2.15	2.17
9	1½-inch.....do	4	3.50	3.53
10	1½-inch.....do	3	3.90	3.97
11	Spots, silvered, 1-inch.....doz	1		
12	Squares, hip-strap, 1-inch.....do	2		
13	Staples, hame, with burrs.....do	12		.14½
14	Stands, counter, regular, 4 lasts.....No.	2		
15	Sticks:			
16	Shoulder.....do	3		
17	Size.....do	3		
18	Stirrups, wood, 5-inch.....pairs	12		
19	Stones, sand.....No.	24		
20	Stretcher:			
21	Instep.....do	1		
22	Toe.....do	3		
23	Surcingles.....do	8		
24	Swivels, bridle, X. C., loop:			
25	1-inch.....doz	1		
26	1-inch.....do	1		
27	Tacks, shoe, 1, 2, and 3 ounce.....lbs	123		
28	Thread:			
29	Shoe, Barbour's, No. 3.....do	49		.98½
30	Linen, spools, black, machine, Nos. 40 and 50.....doz	42		
31	Tickler:			
32	Creasing.....No	1		
33	Edge.....do	1		
34	Tools, claw.....do	4		
35	Trace, carriers, X. C.....doz	2		
36	Wax:			
37	Saddler's, black.....lbs	18		
38	Shoemaker's, black, small ball, per 100 balls.....balls	360		
39	Wheels:			
40	Fudge.....No	1		
	Overstitch, with carriage, Nos. 6, 7, 8, 10, 12, and 14.....do	7		
	Winkers, 1-inch, sensible, 2 seams, patent leather.....doz	2½		

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.  
at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Jacob George Leibold.	William D. Keyston.	John P. Winchester.	Joseph Sloss.	Samuel W. Burtchael.	Harry B. Lyford.	Harry Unna.	Number
Points of delivery.							
San Francisco.				Chicago.	San Francisco.		
16.50		25.50					1
32.00							2
		a 6.75		6.90			3
	.33	.34	.35				4
	.38	.45	.42				5
	2.00	2.04	2.02		1.58		6
	2.10	2.18	2.16		1.68	2.27	7
	3.47	3.54	3.53		2.88	3.68	8
	3.90	3.98	3.96		3.20	4.13	9
	.45						10
	.40						11
	.24	.14					12
				.90			13
				.15			14
				.20			15
	.55						16
	.20		.09	.14	b.02½		17
				.09½			18
				.74			19
				.74			20
	.45						21
	.20						22
	.20						23
	.25				.07		24
					.07		25
				.10½			26
	e 1.00	.98½	.99				27
	d 1.15						28
	e 2.47½			e 2.35			29
	f 2.85			f 2.65			30
	.56						31
	.65						32
	.30						33
	.50						34
	.50						35
		.12½		.09½	.03½		36
	.60	.60		.65	.27		37
				.40			38
	.96						39
	2.10						40
a Russet only.	b Per pound.	c White.	d Black.	e No. 40.	f No. 50.		

<sup>a</sup> Russet only. <sup>b</sup> Per pound. <sup>c</sup> White. <sup>d</sup> Black. <sup>e</sup> No. 40. <sup>f</sup> No. 50.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

## AGRICULTURAL IMPLEMENTS.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS, ETC.	Quantity awarded.	Points of delivery.	
			William S. Miller.	Wakefield Baker.
			San Francisco.	
1	Augers, post-hole, 9-inch..... No..	17		.55
2	Axle grease (2 doz. boxes in case) ..doz..	310	.57	.78
3				
4	Bags, grain, seamless, 2½-bushel, not less than 12 pounds per dozen..... No..	1,060		.214
5	Corn planters, hand.....do..	13		.65
6	Corn shellers, hand, medium size.....do..	6		8.00
7	Cradles, grain, 4-finger, with scythes, packed in cases.....do..	25		2.44
8	Cultivators:			
9	1-horse, iron frame, 5-inch blade, with wheel.....do..	56		2.95
10	Riding, 2-horse.....do..	3		27.40
11	Diggers, post-hole, steel blade, iron handle, or 2 steel blades with 2 wooden handles.....No..	15		.64
12	Drills, grain, 2-horse.....do..	3		40.00
13	Feed-cutters.....do..	2		7.00
14	Forks:			
15	Hay, c. s., 3 oval tines 5½-foot handles, extra tied.....doz..	29		4.68
16	Manure, c. s., 5 oval tines, long handles, strapped ferrule, extra tied.....doz..	28		6.90
17	Handles:			
18	Ax, 36-inch, hickory, "extra," turned (samples of one dozen required) crated.....doz..	296		2.00
19	Hayfork, 5½-foot (samples of one dozen required) crated.....do..	5½		1.42
20	Pick, 36-inch, No. 1 (samples of one dozen required) crated.....doz..	100		1.26
21				2.28
22	Plow, left-hand, straight, 1½ by 2½ inches by 5 feet.....do..	5½		1.94
23	Plow, right-hand, double bend, for moldboard, 1½ by 2½ inches by 5 feet.....doz..	5½		2.50
24	Shovel, long.....do..	17		2.95
25	Spade, D.....do..	6-12		1.94
26	Harrows, 60 teeth, ¼ by 8 inches, steel, with drawbar and clevises.....No..	22		2.18
27	Hoes:			
28	Garden, solid shank, c. s., 7-inch.....doz..	111		11.50
29	Grub, c. s., oval eye, No. 2.....do..	24		1.85
30	Knives:			3.22
31	Corn.....do..	2½		4.12
32	Hay.....do..	2		2.40
33	Lawn mowers, hand, 14-inch.....No..	43		4.96
34	Machines:			2.10
35	Mowing, singletrees, doubletrees, and neck yoke, complete, with two dozen extra sections.....No..	24		38.00
36	Thrashing, 10-horsepower. outfit consisting of 32-inch cylinder separator or less, geared for horse power, complete with trucks, folding straw carrier at least 16 feet long, all small belts, wheat and oat riddles, feed tables, tongue, 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 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.....No..	1		b 475.00 c 495.00
37				

b 24-inch,

c 32-inch,

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## AGRICULTURAL IMPLEMENTS.

Clarence W. Coburn.	Ivory F. Littlefield.	Joseph Sloss.	Getz Bros. & Co.	Andrew Carrigan.	Harry B. Lyford.	Fred B. Dallam.	Number.
Points of delivery.							
San Francisco.				Chicago.	San Francisco.		
1.75	.95		1.10	.47	a .37½		1
1.25	.85			.72	a .35	.74	2
1.00		.67½		.52			3
							4
							5
					a 4.50		6
							7
							8
							9
							10
		.56		.74	a .41	.56	11
		.72					12
							13
							14
		5.23		3.88	a 2.95	3.65	15
				4.45			16
		7.38		7.12	a 6.17	6.87	17
							18
		1.34		1.51	a 1.32	1.70	19
		1.83					20
		2.04			a .85	1.20	21
							22
		1.28		1.54	a 1.44	1.96	23
		1.69					24
							25
		1.98			a 1.28	1.64	26
		2.43			a 1.48		27
							28
		1.78		3.03	a 2.49	2.93	29
		3.14					30
		4.24		3.80	a 2.93	3.81	31
							32
		2.14			a 1.26		33
		5.38		5.48	a 4.50	5.50	34
		2.23			a 1.75	2.45	35
							36
							37

a No sample.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS—Continued.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS—continued.	Quantity awarded.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Harry Lyford.	John F. Merrill.	Number.	
			Points of delivery.						
			San Francisco.			San Francisco.	Chicago.		San Francisco.
1	Mattocks, ax, c. s. ....doz.	16	5.26	4.88	5.08	4.81	3.76	1	
2	Picks, earth, steel-pointed, assorted, 5 to 6 pounds.....No.	302	.34½	.34	.34	.35	.24½	2	
3	Plows:								
	8-inch, c. s., 1-horse, with extra share.....No.	255	4.34					3	
4	10-inch, c. s., 2-horse, with extra share.....No.	89	6.00					4	
5	12-inch, c. s., 2-horse, with extra share.....No.	44	6.98					5	
6	14-inch, c. s., 2-horse, with extra share.....No.	15	7.95					6	
7	"Breaker," 12-inch, with rolling coulter, gauge wheel, and extra share.....No.	(*)						7	
8	"Breaker," 14-inch, with rolling coulter, gauge wheel, and extra share.....No.	(†)						8	
9	Shovel, double.....do.	4	2.25					9	
10	Plow beams, for—								
	8-inch plow, 5 feet long.....do.	70	.89					10	
11	10-inch plow, 5½ feet long.....do.	56	.94					11	
12	12-inch plow, 6 feet long.....do.	13	1.04					12	
13	14-inch plow, 6½ feet long.....do.	17	1.19					13	
14	12-inch "breaker" plow, 6½ feet long.....No.	6	1.29					14	
15	14-inch "breaker" plow, 7 feet long.....No.	1	1.69					15	
16	Pumps, iron:								
	Lift, hand, fitted for 1½-inch pipe, with cylinder attached.....No.	3		1.64				16	
17	Lift and force, hand, fitted for 1½-inch pipe, with cylinder attached.....No.	22		4.23				17	
18				5.75				18	
19	Rakes:								
	Hay, sulky, not less than 20 teeth.....do.	23	22.50					19	
20	Hay, wood, 12 teeth, 2 bows.....doz.	15	1.74	a 1.63			.99	20	
21	Malleable iron, handled, 12 teeth.....do.	52	1.90	1.89	1.99	1.81	1.29	21	
22	Scoops, grain, medium quality, No. 4, in bundles, extra tied.....No.	44	.56	.48	b 5.75	.48	.37	22	
23			.44	.54				23	
24	Scrapers, road, 2-horse.....do.	50	4.95	4.75		4.79	3.29	24	
25				5.35				25	

\*5 wanted; no bid.  
†1 wanted; no bid.

a 10 teeth; no sample.  
b Per dozen.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

## AGRICULTURAL IMPLEMENTS—Continued.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS—continued.	Quantity awarded.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Harry Unna.	Harry Lyford.	Number.	
			Points of delivery.						
			San Francisco.			San Francisco.	Chicago.		
1	Scythes:								
2	Brush, packed in cases.....doz..	3 $\frac{1}{2}$	4.43	4.48	4.84	.....	4.45	3.75	1
3	Grass, assorted, 36 to 40 inch, packed in cases.....doz..	18 $\frac{1}{2}$	4.20	4.19	4.49	.....	4.45	3.75	2
4	Weed, packed in cases.....do..	6 $\frac{1}{2}$	4.30	4.48	4.84	.....	4.45	3.75	3
5	Scythe snaths.....do..	20 $\frac{1}{2}$	6.54	a 6.23	a 6.23	.....	6.12	5.24	4
6	Scythestones.....do..	31 $\frac{1}{2}$	.39	.27	.31	.....	.....	.25	5
7	Shovels:								6
8	Coal, D handle.....No..	63	.64	.48	.....	.....	.45	.32	7
9	Steel, long-handled, No. 2, round point, not less than 55 pounds per dozen, in bundles, extra tied.....No..	998	.36	.34 $\frac{1}{2}$	b 4.59	.39	.39	.29 $\frac{1}{2}$	8
10	Steel, D handle, No. 2, square point, not less than 55 pounds per dozen, in bundles, extra tied.....No..	84	.36	.36 $\frac{1}{2}$	b 4.59	.44	.39	.29 $\frac{1}{2}$	9
11	Sickles, No. 3, grain.....do..	368	.12 $\frac{1}{2}$	.13 $\frac{1}{2}$	.....	.....	.15	.12 $\frac{1}{2}$	10
12	Spades, steel:								11
13	Long-handled, No. 2, not less than 55 pounds per dozen, in bundles, extra tied.....No..	80	.36	.36 $\frac{1}{2}$	b 4.59	.44	.39	.29 $\frac{1}{2}$	12
14	D handle, No. 2, not less than 55 pounds per dozen, bundles, extra tied.....No..	14	.36	.36 $\frac{1}{2}$	b 4.59	.....	.39	.29 $\frac{1}{2}$	13
15	Swamp (or bush) hooks, handled....do..	18	.60	.56	.58	.....	.....	.....	14
16	Twine, binder.....lbs..	200	.14	.....	.....	.....	.....	.....	15
17	Wheelbarrows, garden:								16
18	All iron.....No..	74	4.10	3.88	3.95	.....	4.14	3.20	17
19	Wood.....do..	11	2.84	2.63	.....	.....	2.72	2.10	18
20	Additional articles.								19
21	Hoes, planter's, large.....No..	100	.33	.35 $\frac{1}{2}$	.11 $\frac{1}{2}$	.....	.....	.....	20
22			.39	.....	.....	.....	.....	.....	21
23									22
									23

a No sample.

b 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.	CLASS No. 14. GLASS, OILS, AND PAINTS.	Quantity awarded.	Clarence W. Coburn.	Charles M. Yates.
			Delivered in San Francisco, Cal.	
1	Borax, powdered.....lbs..	310	.08	.07 <sup>1</sup> / <sub>10</sub>
2	Brushes:			
3	Calcimine, all bristles, 7-inch.....No..	79	1.31	1.35
4	Marking, bristle, assorted.....doz..	9 <sup>1</sup> / <sub>2</sub>	.40	.27
5	Brushes, paint, round, all bristles, full size:			
6	No. 3.....No..	14	.51	.49
7	No. 4.....do..	10	.83	.77
8	No. 5.....do..	14	1.19	1.19
9	No. 6.....do..	14	1.89	1.74
10	Brushes, paint, all black Chinese bristles, flat:			
11	3-inch.....do..	163	.21	.25
12	4-inch.....do..	278	.36	.45
13	Brushes:			
14	All white bristles, sash tools, No. 6.....do..	116	.05	.12
15	Varnish, all bristles, 3-inch, full width.....do..	144	.40	.20
16				.16
17	Whitewash, all bristles, 8-inch block, with handle.....do..	102	.34	.68
18				.45
19	Coal tar, in 5-gallon tin cans, cased.....gals..	330	.18	.15 <sup>1</sup> / <sub>4</sub>
20	Gasoline (not less than 87 degrees gravity) in 5-gallon tin cans, cased, or in barrels. Prices requested for both styles of pack- age.....gals..	6,675		
21				
22	Glass, window (single thickness):			
23	8 by 10.....boxes..	4	2.26	
24	9 by 12.....box..	1	2.20	
25	9 by 14.....boxes..	2	2.20	
26	10 by 12.....do..	30	2.20	
27	10 by 14.....do..	18	2.20	
28	10 by 16.....do..	16	2.53	
29	10 by 18.....do..	3	2.53	
30	10 by 20.....do..	4	2.53	
31	10 by 22.....do..	2	2.53	
32	12 by 14.....do..	23	2.53	
33	12 by 16.....do..	15	2.53	
34	12 by 18.....do..	12	2.53	
35	12 by 20.....do..	11	2.53	
36	12 by 22.....do..	6	2.53	
37	12 by 24.....do..	12	2.53	
38	12 by 26.....do..	11	2.53	
39	12 by 28.....do..	4	2.53	
40	12 by 32.....do..	10	3.35	
41	12 by 36.....box..	1	3.35	
42	14 by 16.....boxes..	6	2.53	
43	14 by 18.....do..	2	2.53	
44	14 by 20.....do..	5	2.53	
45	14 by 22.....do..	2	2.53	
46	14 by 26.....do..	4	2.53	
47	14 by 28.....do..	9	2.17	

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS.

Saul Magner.	Thomas E. Dunne.	Ivory F. Littlefield.	Joseph Sloss.	Fred B. Dallam.	Harry Unna.	William S. Miller.	Number.
Delivered in San Francisco, Cal.							
			.07				1
	2.25	.85					2
	1.27	1.50					3
.30	.27	.38			.23		4
.50	.44	.48					5
.62	.68	.70					6
1.05	1.04	1.12					7
1.52	1.61						8
.20	.24	.18			.13		9
.33		.22					10
.30	.39	.29			.23		11
.50		.37					12
.10	.10	.11			.09		13
	.08						14
.40	.49	.30			.25		15
	.34				.09		16
	.29				.40		17
	.56			.21			18
	.41						19
	.15	.15					20
						a,30	21
						b,26	22
		2.30					23
		2.30					24
		2.30					25
		2.30					26
		2.30					27
		2.60					28
		2.60					29
		2.60					30
		2.60					31
		2.60					32
		2.60					33
		2.60					34
		2.60					35
		2.60					36
		2.60					37
		2.60					38
		2.60					39
		3.29					40
		3.29					41
		2.60					42
		2.60					43
		2.60					44
		2.60					45
		2.60					46
		3.29					47

a Cases <sup>1</sup>/<sub>2</sub>.

b Barrels.

*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.		Quantity awarded.	Clarence W. Coburn.	Ivory F Littlefield.
	GLASS, OILS, AND PAINTS—continued.				
Delivered in San Francisco, Cal.					
1	Glass, window (single thickness):				
2	14 by 30 .....	boxes..	7	3.17	3.29
3	14 by 32 .....	do..	9	3.33	3.29
4	14 by 36 .....	do..	11	3.33	3.29
5	15 by 18 .....	do..	13	2.53	2.60
6	15 by 32 .....	do..	18	3.17	3.29
7	15 by 34 .....	do..	3	3.35	3.29
8	15 by 36 .....	do..	14	3.48	3.44
9	15 by 40 .....	do..	14	3.70	3.68
10	16 by 18 .....	do..	23	2.65	2.60
11	16 by 20 .....	do..	3	2.85	2.60
12	16 by 22 .....	do..	2	2.85	2.60
13	16 by 24 .....	do..	3	2.85	2.60
14	16 by 26 .....	box..	1	3.35	3.29
15	Glass, window (double thickness):				
16	16 by 36 .....	boxes..	4	5.15	4.72
17	16 by 44 .....	do..	2	5.25	4.88
18	18 by 18 .....	do..	3	3.87	3.92
19	18 by 20 .....	do..	2	3.87	3.92
20	18 by 30 .....	do..	2	4.61	4.61
21	18 by 36 .....	box..	1	4.67	4.72
22	18 by 42 .....	do..	1	5.25	4.88
23	20 by 24 .....	boxes..	2	4.61	4.61
24	20 by 48 .....	do..	5	5.60	5.49
25	24 by 28 .....	box..	1	5.19	4.72
26	24 by 32 .....	boxes..	5	5.25	4.88
27	24 by 34 .....	do..	5	5.25	4.88
28	24 by 36 .....	do..	8	5.25	4.88
29	26 by 34 .....	box..	1	5.60	5.49
30	26 by 38 .....	do..	1	5.60	5.49
31	28 by 30 .....	do..	3	5.25	4.88
32	28 by 34 .....	boxes..	3	5.55	5.49
33	30 by 40 .....	do..	12	5.55	5.49
34	Glazier's diamond glass cutters.....	No.	19	3.85	3.95
35	Glazier's points .....	papers.	166	.08	.06½
36	Glue:				
37	Cabinetmaker's .....	lbs..	225	.12	.06½
38	Liquid, prepared, in cans, cased .....	gts..	129	.56	.40
39	Hard oil, light, in 1-gallon cans, cased .....	gals.	247	1.29	.90
40	Japan, house painter's, in 1-gallon cans, cased .....	do..	120	.49	.45

\* Double thick, 21 ounces.

† Single thickness, 16 ounces.

*under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS—Continued.

Wakefield Baker.	Charles M. Yates.	Saul Magner.	Thomas E. Dunne.	E. L. Hueter.	Joseph Sloss.	Andrew Carrigan.	Harry B. Lyford.	Number.
Delivered in San Francisco, Cal.							Chicago delivery.	
								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
3.80					.057		.024	32
.06								33
	.06½		.11½				.124	34
	.09½		.064					35
	.50		.61		.41½	.56		36
.94	1.00		1.12	.95				37
			.94					38
	.43	.48	.58½	.55				39
			.42					40



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.	Delivery in San Francisco, Cal.	
			William S. Miller.	Wakefield Baker.
1	Lamp black:			
2	In 1-pound papers.....lbs..	68		
3	Pure, in oil, good strength.....do..	150		
4	Lead:			
5	Red, standard quality, dry, not over 100 pounds in a keg or box, pounds.....	750		
6	White, in oil, pure and best, not over 100 pounds in a keg.....lbs..	30,925		
7	Oakum.....do..	135		.07
8	Oil:			
9	Cylinder, in cans, cased. Sample of at least 8 ounces required, gallons.....	602	b. 32 c. 39 b. 30 c. 37	
10				
11				
12				
13				
14				
15				
16				
17				
18	Engine, in cans, cased. Samples of at least 8 ounces required, gallons.....	835	b. 23 c. 30 b. 22 c. 29	
19				
20				
21				
22				
23				
24				
25				
26				
27				
28	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..	19,410	b. 19	
29				
30				
31				
32	Lard, pure, in square cans, cased. Sample of at least 8 ounces required.....galls..	515		
33				
34	Linseed, boiled, pure, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required.....galls..	2,585	b. 49	
35	Linseed, raw, pure, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required.....galls..	670	b. 47	
36	Lubricating, mineral, crude, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required.....galls..	503	b. 10	
37				
38	Sewing-machine, in full 2-ounce bottles.....bottles..	825		

a Plumbers.  
b Cases.  
c 1 gallon.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.  
at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS—Continued.

Number.	Delivery in San Francisco, Cal.										Number.
	Clarence W. Coburn.	Chas. M. Yates.	Saul Magner.	Robert C. Pew.	Thos. E. Dunne.	Ivory F. Littlefield.	E. L. Hueter.	Joseph Sloss.	Dalziel, Moller & Co.	Fred B. Dallam.	
1	.06½	.063	.06½		.05½	.06					1
2	.12	.12	.13		.13	.12½	.12½				2
3	.06½	.06½			.06½	.0621	.07				3
4	.06½	.06½			.06½	.0621	.0615				4
5								.036	a. 04		5
6	.25	.26½	.36	d. 50	.33½	.40					6
7		.34		d. 45	.26½	.30					7
8				d. 43		.35					8
9				d. 36							9
10				d. 34½							10
11				d. 32½							11
12				e. 60							12
13				e. 55							13
14				e. 53							14
15				e. 46							15
16				e. 44½							16
17				e. 42½							17
18	.235	.21	.28	d. 27½	.24½	.25					18
19		.34		d. 26½	.22½	.27½					19
20				d. 24½							20
21				d. 26½							21
22				d. 26½							22
23				e. 37½							23
24				e. 36½							24
25				e. 34½							25
26				e. 36½							26
27				e. 36½							27
28				d. 21½							28
29				d. 21							29
30				e. 32½							30
31				e. 31½							31
32	.63	.72			.68½	.70					32
33		.67			.61½						33
34	.51	.50	.50		.50½	.499					34
35	.49	.48½	.48		.49½	.479					35
36	.13	.114		d. 21½	.13½	.15					36
37				e. 31½	.11½						37
38					.029					.04	38

d In carloads.  
e In less than carloads.

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.	Points of delivery.		
			William S. Miller.	Clarence W. Coburn.	Chas. M. Yates.
			San Francisco.		
	<i>Paints, etc.</i>				
1	Chrome green:				
2	Dry.....lbs..	1,625		.07	.06
3	In oil, in 1, 2, and 5 pound tins.....do..	272		.12	.079
4	Chrome yellow:				
5	Dry.....do..	125		.12	.07
6	In oil, in 1, 2, and 5 pound tins.....do..	257		.15	.15
7	English vermilion, in oil.....do..	90		.78	.47
8	Ivory, drop black, in oil.....do..	167		.11	.12
9	Indian red, in japan, in 1, 2, and 5 pound tins.....do..	157		.24½	.17
10	Ocher, French, yellow:				
11	Dry.....do..	515		.02½	.03
12	In oil, for tinting, in 1, 2, and 5 pound tins.....do..	249		.15	.05½
13	Prussian blue, in oil, for tinting, in 1, 2, and 5 pound tins.....do..	157		.42	.23
14	Roof, red oxide, mineral, in 5-gallon cans, cased.....galls..	2,305		.47	.37
15	Sienna:				
16	Burnt, in oil, for tinting, in 1, 2, and 5 pound tins.....lbs..	225		.10½	.09
17	Raw, in oil, for tinting, in 1, 2, and 5 pound tins.....do..	90		.10½	.09
18	Venetian red, for tinting, in 1, 2, and 5 pound tins.....do..	187		.06	.06½
19	Paper:				
20	Building.....do..	(*)			
21	Tarred, packed in crates, strapped.....do..	700			
22	Pitch.....do..	160			
23	Putty, in 5 and 10 pound tins, cased.....do..	2,100		.02½	.028
24	Resin, common.....do..	272		.03	.02½
25	Stain, oak, oil.....galls..	81		1.15	.62
26	Turpentine, in 1 and 5 gallon cans, cased (specify price on each size can).....galls..	839	d. 90 e. 78	f. 85 g. 79	f. 72 g. 77
27	Umber, burnt, in oil, ground, in 1 and 2 pound tins, cased, pounds.....do..	179		.07	.08½
28	Varnish:				
29	Coach, good quality, for interior use.....galls..	115		1.09	.74
30	Wagon, heavy durable body, in 1-gallon cans, cased.....galls..	62		1.48	1.35
31	Sample of at least 8 ounces required.....galls..				1.60
32	Whiting, extra, gilder's bolted.....galls..	2,370		.01½	.01½

\*2,000 pounds required; no award.  
 a Per roll, 1,000 square feet.  
 b Per roll; 19 pounds to roll.  
 c Per 100 pounds.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## GLASS, OILS, AND PAINTS—Continued.

Saul Magner.	Thos. E. Dunne.	Ivory F. Littlefield.	E. L. Hueter.	Joseph Sloss.	Fred B. Dallam.	Getz Bros. & Co.	Andrew Carrigan.	Harry B. Lyford.		
Points of delivery.										
San Francisco.								Chicago.	San Francisco.	Number.
.08	.078	.07	.06½						1	
.13	.13½	.12½	.12						2	
.07	.069	.07	.06½						3	
.17	.17½	.16	.14½						4	
.71	.69	.48	.48						5	
.13	.15	.12½	.14						6	
.21	.21	.17½	.18½						7	
.03	.03½	.02	.02½						8	
.09	.07½	.07	.07						9	
.32	.27	.32	.28						10	
.44	.54½	.45	.55			1.45			11	
	.49								12	
.12½	.11½	.11	.11						13	
.12½	.11½	.11	.11						14	
.09	.07½	.07	.06½						15	
				a 2.00	.035		b. 75	c 1.00	16	
				a 3.00					17	
				a 4.00					18	
				.02½	.0295				19	
		.02½							20	
	.038	.03½							21	
	.03½	.03	.016				.01½		22	
	.78	.70							23	
f. 81	f. 80½	f. 83							24	
g. 76	g. 76½	g. 73							25	
.12	.11	.10½	.11						26	
.69	1.03	.70	.90						27	
	.78								28	
1.60	1.84	1.40	1.40						29	
c 1.20	1.56								30	
	.01½	.011							31	
									32	
									33	
									34	

d All cases.  
 e ½ cases.  
 f 1-gallon cans.  
 g 5-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.

Number.	CLASS No. 15. TIN AND STAMPED WARE.	Quantity awarded.	Points of delivery.	
			John F. Merrill.	Wakefield Baker.
			San Francisco.	
1	Boilers, wash, IX tin, flat copper bottom, size 21 by 11 by 13 inches, iron drop handles, riveted, No. 8.....No..	344	1.20	.....
2			1.25	.....
3				.....
4	Buckets, water, galvanized iron, corrugated bottoms, 4-gallon, full size.....No..	592	.30	.....
5			.33	.....
6	Cans:			
7	Kerosene, 1-gallon, common top.....doz..	8	2.10	.....
8			1.80	.....
9	Milk, all steel, 32-quart.....No..	12	1.85	1.90
10	Coffee boilers, full size, plain tin:			
11	2-quart.....do..	186	.15	.....
12	4-quart.....do..	63	.23	.....
13	6-quart.....do..	69	.15	.....
14			.36	.....
15	Coffee mills:		.22	.....
16	Iron hopper box.....do..	4	.29	.35
17	Side, No. 1.....do..	3	.55	.35
18	With wheel, capacity of hopper 6 pounds.....do..	3	.....	17.80
19	Cups:			
20	Pint, full size, stamped tin, retinned, riveted handle.....doz..	21	.75	.....
21				.....
22	Quart, full size, stamped tin, retinned, riveted handle.....do..	3	.50	.....
23				.....
24	Dippers, water, 1-quart, full size, long iron handles, riveted.....do..	21	1.00	.....
25			.90	.....
26	Funnels:			
27	1-quart, full size, plain tin.....do..	10 <sup>a</sup>	.60	.....
28	2-quart, full size, plain tin.....do..	5 <sup>b</sup>	1.10	.....
29	Kettles, wrought-steel, hollow ware:			
30	8-quart.....No..	4	a 1.00	.....
31	12-quart.....do..	4	b 1.50	.....
32	14-quart.....do..	21	c 1.75	.....
33	Pails, water, heavy tin, retinned:			
34	10-quart.....do..	213	.12 <sup>1</sup>	.....
35			.19	.....
36	14-quart.....do..	336	.17	.....
37			.24	.....
38	Pans, bake, sheet-iron:			
39	12 by 19.....do..	72	.15	.....
40	15 by 20.....do..	152	d .19	.....
41	Pans, dish, full size, IX stamped tin, retinned:			
42	14-quart.....do..	190	.23	.....
43	17-quart.....do..	510	.36	.....
44			.27	.....
45	Pans:		.38	.....
46	Dust, japanned, heavy.....doz..	57	1.85	.....
47	Fry, No. 4, wrought steel, polished, 8 inches across bottom.No..	54	.12 <sup>1</sup>	.....
			.16	.....

a 9 quarts.  
b 13 quarts.c 16 quarts.  
d 16 by 20.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## TIN AND STAMPED WARE, ETC.

Alonzo A. Watkins.	Andrew B. C. Dohrman.	Joseph Sloss.	Henry Seller.	Andrew Carrigan.	Harry Unna.	Harry B. Lyford.	
Points of delivery.							
San Francisco.						Chicago.	San Francisco.
.83	.95	.84 .89	.94	.78½	1.80 .85 .97		
.25		.25	.23	.28	.23 .29	.35	.43
1.50		1.52		1.46	1.55 1.40 1.86	1.65	1.94
.20	.22	.14 .22	.10	.19	.08 .20 .11		
.25	.31	.18 .29	.15	.26	.27		
.30	.39	.20 .37	.20	.32	.17 .35		
	.27	.29 .42				.32	
	.45	.29 .40					
		17.00					
.59	.44	.38	.40 .45	.48 .40	.80 .50 .40	.40	.44
	.75	.40 1.18 .67 .98		.95			
				.46	1.90 .65	.95	1.06
.59	.50	.63		.44	.60	.47	.52
	.67	.83		.59	.80	.62	.69
	.80				1.50	.59	.66
	1.52					.69	.78
	1.00				1.95	.79	.89
.48	.17	.14 .29	.19	.15½	.50 .10 .17	.23	.27½
.68	.22	.17 .34	.27	.20	.55 .15 .22	.30	.35½
.15	.17	.13 .18		.14	.13 .35		
						.32	.35
.28	.26	.22 .32		.22	.27	.23½	.27
.33	.32	.26 .38		.35	.32	.27½	.32
.80	2.25	.62		.60	.60	1.50	1.70
	.14	.11½		.12½	1.00 .12½	.11½	.13

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.	Points of delivery.	
			John F. Merrill.	Wakefield Baker.
			San Francisco.	
1	Pans, tin, stamped tin, retinned:			
2	1-quart.....doz..	51½	.42	
3	2-quart.....do..	20	.55	
4	4-quart.....do..	22	.84	
5	6-quart.....do..	33	1.07	
6	8-quart.....do..	37	1.21	
7	Plates, stamped tin:			
8	9-inch, baking, deep, jelly.....do..	43	.32	
9	9-inch, pie.....do..	78	.27	
10	Scoops, grocer's, hand:			
11	No. 20.....No..	16	.13	
12	No. 40.....do..	18	.20	
13	Shears, tinner's:			
14	Bench, No. 4, Wilcox's.....do..	1	4.00	
15	Hand, No. 7.....do..	4	1.68	1.20
16	Solder, medium quality.....lbs..	616	.17	.16½
17	Soldering irons:			
18	1½ pounds each, per pound.....pairs..	4	.196	.22½
19	2 pounds each, per pound.....do..	2	.196	.22½
20	Spoons:			
21	Basting, tinned iron, heavy.....doz..	14	.69	
22			.36	
23	Table, tinned iron, heavy.....do..	202	.43	.12
24			.12	.24
25	Tea, tinned iron, heavy.....do..	420	.21	.06
26			.06	.12
27	Strainers:			
28	Milk, IX tin, 12 inch.....No..	94	.12	
29	Vegetable, steel, large size.....do..	48		
30	Teapots, planished tin, 4-pint, round, copper bottom.....do..	90	.21	
31	Tin, sheet, charcoal, bright:			
32	12 by 12 inches, IC.....box..	1	5.60	
33	14 by 20 inches, IC.....boxes..	4	5.50	
34	10 by 14 inches, IX.....box..	1	7.00	
35	12 by 12 inches, IX.....do..	1	7.25	
36	20 by 28 inches, IX.....boxes..	2	14.00	
37	14 by 14 inches, IX.....box..	1	10.50	
38	14 by 20 inches, IX.....boxes..	6	6.75	
39	14 by 64 inches, IX.....box..	(*)		
40	Wash basins, stamped tin, flat bottom, retinned, 11 inches.....doz..	43	.81	
41			1.12	
42			1.40	
43	Washtubs, galvanized-iron, with corrugated bottom, heavy drop handles:			
44	19½ inches in diameter by 10½ inches deep, inside measure.....No..	38	.43	.43
45	21½ inches in diameter by 10½ inches deep, inside measure.....do..	157	.47	.48
46	23½ inches in diameter by 10½ inches deep, inside measure.....do..	233	b.54	b.54
47	Zinc, sheet, 36 by 84 inches, No. 9.....lbs..	4,720	c.07½	

\*1 box wanted; no award.

b117 awarded John F. Merrill, 116 Wakefield Baker.

cOne-half awarded each.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.—Continued.

Number.	Points of delivery.							
	Alonzo A. Watkins.	Andrew B. C. Dohrman.	Joseph Sloss.	Henry Seller.	Andrew Carrigan.	Dalziel, Moller & Co.	Harry Unna.	Harry B. Lyford.
	San Francisco.							
1	.50	.50	.24		.38		.48	.38
2	.62	.65	.34	.45	.51		.80	.41
3			.53				.64	
4	.90	.95	.51		.75		.90	
5	1.10	1.20	.82		.98		1.05	.73
6	1.80	1.40	1.04		1.13		1.40	.83½
7			.79				1.50	.95
8			1.18				1.85	1.08
9							1.80	1.36
10							2.20	
11	.33	.37	.33	.43	.33		.32	.27
12	.27	.30	.26		.25		.26	.31
13			.35				.30	.26
14		.15	.12		.12			.10
15		.22	.18		.18			.15½
16			3.89				3.50	
17			1.03			1.75	1.43	
18	.16½		.1615			.19	.151	
19	.24		.19½			.25	.18	
20	.24		.19½			.25	.18	
21	.35	.95	.34		.30		.69	
22			.45		.60		.84	
23			.72					
24	.22	.19	.10		.18½		.18½	.17
25			.18½					.18½
26	.11	.09½	.05		.09½		.09½	.08½
27			.09					.09½
28			.12		.13		.23	
29			.18					
30			.12		.11		1.18	.58
31		.25	.60		.46		.27	.20
32							d.49	.22
33	5.75							
34	5.50							5.82
35	6.75							6.94
36	7.25							8.36
37	13.50							13.88
38	9.75							16.72
39	6.75							8.36
40							a 25.00	a 29.50
41	.83	.90	.52	.65	.50		.79	
42			.85		.79			
43								
44	.46	.51	.42		.44		.45	.35½
45	.50	.57	.46		.49		.51	.47
46	.56	.65	.55		.56		.57	.54½
47	c.07½					.08½		.60
							.0697	.0789

a Per box, 100 sheets 14 by 60.

d All copper.

*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.	Points of delivery.		
			Delivered in San Francisco, Cal.		
			John F. Merrill.	John C. Schteck.	Alonzo A. Watkins.
1	Caldrons, iron, portable, with furnace:				
2	40 gallons actual capacity.....No..	6	a 21.00	c 18.90	e 27.00
3			a 22.00		e 28.00
4			b 20.00		
5	90 gallons actual capacity.....do...	(*)	b 21.00	c 52.45	
6			50.00		
			52.00		
7	Coal hods:				
8	16-inch, galvanized.....do...	51	.24		
9	20-inch, galvanized.....do...	48	.28		
10	Dampers, stovepipe:				
11	6-inch.....do...	355	.054		.06
12	7-inch.....do...	30	.086		
13	Elbows, stovepipe, 4 pieces, No. 26 iron, packed in cases:				
14	Size 6-inch.....No..	354	.08	.06	
15	Size 7-inch.....do...	18	.18	.18	
16	Furnaces, for 90-gallon portable caldrons.....do...	2	40.00	c 36.45	
17			e 42.00		
18	Ovens, Dutch, cast-iron, deep pattern:				
19	10 inches diameter inside, crated.....do...	23	.45		.55
20	15 inches diameter inside.....do...	1	1.15		
21	Pipe, stove, patent, edges curved, crimped and formed;				
22	nested in bundles; crated:				
23	6-inch, No. 26 iron.....joints..	2,096	.11	.124	
24	7-inch, No. 24 iron.....do...	110	.22	.18	
25	Polish, stove.....doz.	85	.45		
26	Stoves, box, heating, wood:				
27	24 inches long, to weigh not less than 110 pounds.No..	24	d 4.75	c 4.45	d 4.90
28			d 5.00		e 5.40
29			d 4.50		
30			e 5.00		
31			e 5.25		
32	27 inches long, to weigh not less than 130 pounds.do...	40	e 4.75	c 5.95	d 5.65
33			d 5.50		e 6.15
34			e 6.00		
35			e 6.50		
36	32 inches long, to weigh not less than 145 pounds.do...	20	d 7.00	c 6.95	d 7.04
37			d 7.50		e 7.54
38			d 6.50		
39			e 7.50		
40			e 8.00		
			e 7.00		
	37 inches long, to weigh not less than 190 pounds.do...	12	d 9.25	c 7.95	8.60
			e 10.00		9.35

\*5 wanted, no award.  
a 45 gallon.  
b 40 gallon.  
c Crated or not crated.  
d Not crated.  
e Crated.

*advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

STOVES, PIPE, HOLLOW WARE, ETC.

[illegible]

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

STOVES, PIPE, HOLLOW WARE, ETC.—Continued.

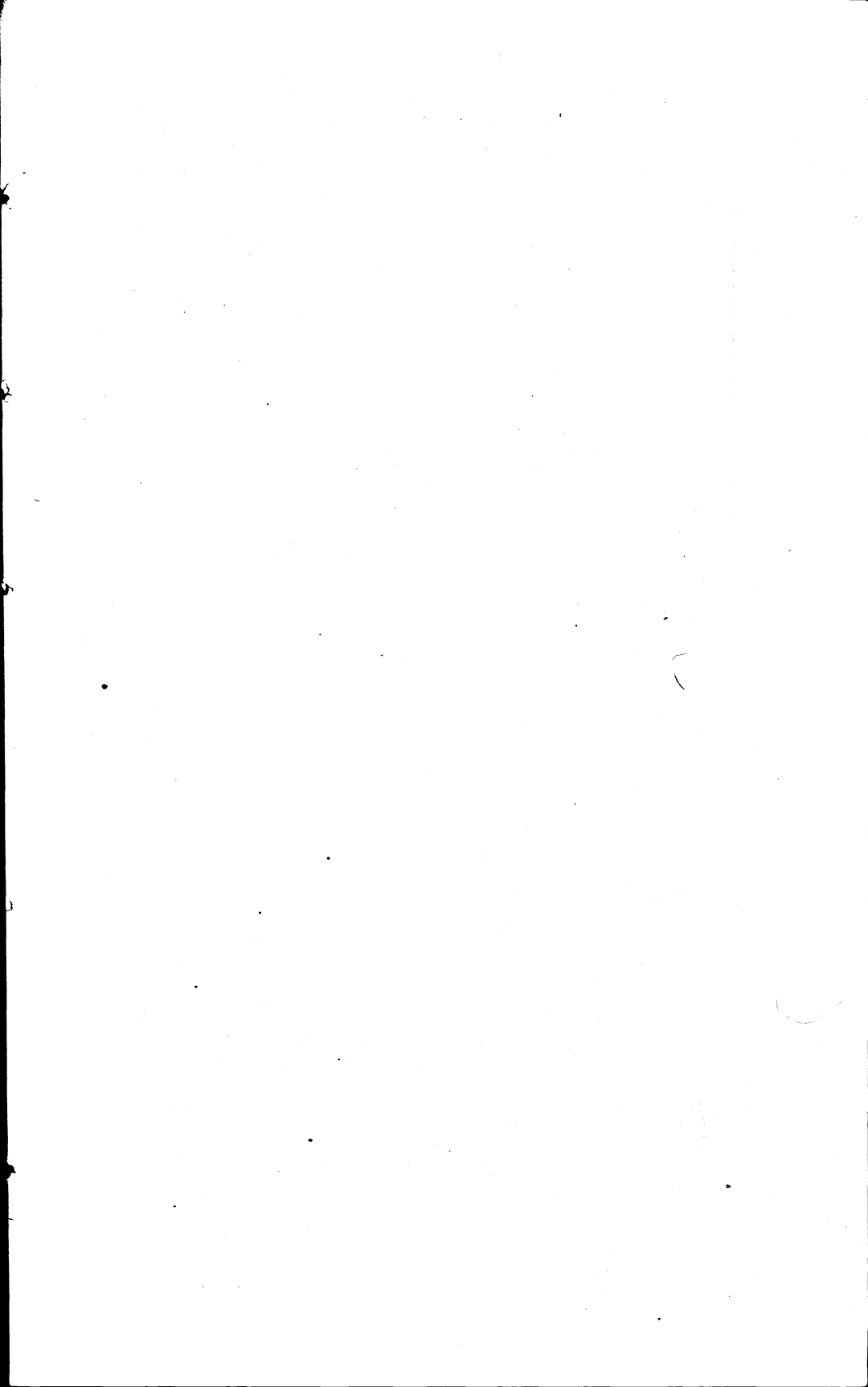
Number.	CLASS No. 16. STOVES, PIPE, HOLLOW WARE, ETC.—continued.	Quantity awarded.	John F. Merrill.	John C. Schieck.	Alonzo A. Watkins.	Number.
			San Francisco delivery.			
1	Stoves, cooking, with iron and tin, or wrought steel and tin furniture, complete: Coal, 8-inch; ovens not less than 18 by 18 by 11 inches; to weigh not less than 240 pounds without furniture.....No..	3	a 18.25 b 18.75		a 21.25 b 22.25	1 2
2	Coal, 9-inch; ovens not less than 19 by 19 by 12 inches; to weigh not less than 280 pounds without furniture.....No..	2	a 22.00 b 22.50		a 23.75 b 24.75	3 4
3	Wood, 6-inch; length of wood, 20 inches; ovens not less than 14 by 16 by 11 inches; to weigh not less than 180 pounds without furniture, number.....	11	a 15.00 b 15.50	c 10.75	a 13.26 b 14.01	5 6
4	Wood, 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, number.....	1	a 15.00 b 15.50		a 15.85 b 16.60	7 8
5	Wood, 8-inch; length of wood, 24 inches; ovens not less than 19 by 20 by 13 inches; to weigh not less than 270 pounds without furniture, number.....	45	a 17.50 b 18.00	c 13.45 15.95 17.70	a 17.95 b 18.95	9 10 11
6	Wood, 9-inch; length of wood, 26 inches; ovens not less than 21 by 22 by 14 inches; to weigh not less than 310 pounds without furniture, number.....	9	a 20.00 b 20.50		a 20.75 b 21.75	12 13
7	Stoves, heating: Coal, 14-inch cylinder; to weigh not less than 135 pounds.....No..	7	a 7.00 b 7.50	c 6.75	a 7.36 b 7.86	14 15
8	Coal, 16-inch cylinder; to weigh not less than 175 pounds.....No..	3	a 10.00 b 10.50	c 8.25	a 9.90 b 10.50	16 17
9	Wood, sheet-iron, 32-inch, with outside rods, number.....	17			a 13.00 b 13.65	18 19
10	Wood, sheet-iron, 37-inch, with outside rods, number.....	4			a 13.50 b 14.25	20 21
11	Coal, large size, 22-inch cylinder, to weigh not less than 375 pounds.....No..	(*)				22
12	Combined coal and wood, 22 inches diameter, 24-inch heavy steel drum; to weigh not less than 285 pounds.....No..	1	a 24.00 b 25.00			23 24
13	Stoves, coal, laundry, for heating 33 irons ....do...	2	a 25.00 b 26.00			25 26

\*One wanted; no bid.

a Not crated.

b Crated.

c Crated or not crated.



Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

## HARDWARE.

Number.	CLASS No. 17. HARDWARE.	Quantity awarded.	Points of delivery.		
			Henry D. Morton.	Wakefield Baker.	Charles F. Weber.
			San Francisco.		
1	Adzes, c. s., house carpenter's, 4½-inch, square head....No.	2		1.00	
2	Anvils, wrought-iron, steel face, 140-pound, per pound...do.	3		.089	
3	Augurs:				
4	1-inch, c. s., cut with nut.....do.	10		.25	
5	1½-inch, c. s., cut with nut.....do.	10		.30	
6	1½-inch, c. s., cut with nut.....do.	10		.38	
7	2-inch, c. s., cut with nut.....do.	16		.52	
8	C. s., hollow, adjustable, to cut ¾ to 1 inch.....do.	8		2.98	
9	Axes:				
10	Assorted, 3½ to 4½ pounds, Yankee pattern, inserted or overlaid steel.....doz.	196		6.44	
11				6.24	
12	c. s., hunter's, inserted or overlaid steel, handled...No.	2		6.14	
13				.48	
14	Babbitt metal, medium quality.....lbs.	245		.06	
15	Bellows, blacksmith's, 38-inch standard.....No.	6		7.15	
16	Bells:				
17	Hand, No. 8, polished.....do.	8		.54	
18	School, with fixtures for hanging; bell to weigh 240 to 280 pounds.....No.	1	a 26.00	18.00	16.65
19	School, with fixtures for hanging; bell to weigh 400 to 425 pounds.....No.	2	b 26.00	26.00	28.75
20	Belting, leather:				
21	1-inch.....feet.	80			
22	1½-inch.....do.	150			
23	1½-inch.....do.	182			
24	2-inch.....do.	417			
25					
26	2½-inch.....do.	127			
27					
28	3-inch.....do.	225			
29	3½-inch.....do.	80			
30	4-inch.....do.	420			
31	4½-inch.....do.	50			
32	5-inch.....do.	468			
33	6-inch.....do.	205			
34	12-inch.....do.	100			

a \$17.50 for mounting, extra.  
 b \$22.50 for mounting, extra.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE.

Charles M. Wiggin.	William A. Daggett.	Joseph Sloss.	Goodyear Rubber Co.	Andrew Carrigan.	William M. Shear.	Harry B. Lyford.	James H. Haskett.	Dales D. Tripp.	Number.
Points of delivery.									
San Francisco.					Chicago.	San Francisco.			
		1.06		1.07		.91			1
		.08½		.09½		.08			2
		.19		.23		.19½			3
		.24		.27		.21			4
		.29		.34		.29			5
		.45		.50		.42			6
		2.75		2.90		.36			7
		5.75		6.09		5.12	6.17		8
		5.95							9
		.24							10
		.38							11
		.05		.059			.10		12
		7.50		12.00		4.50			13
		13.58							14
		.56		.60		.42			15
15.50						19.00	27.50		16
24.90						34.20	48.70		17
	.055	.039	.05		.04½		.05½		18
	.046		.04½						19
	.094	.065	.09		.07½		.10		20
	.078		.08						21
	.113	.086	.11		.08½		.12		22
	.095		.09½						23
	.13½	.093	.13	.089	.10½		.13½		24
	.11		.11½						25
	.082								26
	.172	.12	.17		.13½		.17½		27
	.143		.15						28
	.106								29
	.201	.146	.20		.16		.22		30
	.173		.18						31
	.256	.168	.24	.162	.19		.25		32
	.205		.21½						33
	.282	.198	.26		.21½		.28		34
	.235		.23						35
	.311	.218	.31		.24½		.32½		36
	.265		.27						37
	.353	.238	.33		.27½		.36		38
	.294		.30						39
	.423	.289	.47		.33		.44		40
	.352		.35						41
	.85½	.549	.81		.66		.88	.10½	42
			.71						43



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.	Points of delivery.	
			Ellis H. Parrish.	Dales D. Tripp.
			San Francisco.	
1	Belting, rubber:			
2	3-ply, 3-inch.....feet..	75	.09	.13½
3				
4	3-ply, 4-inch.....do..	25	.11½	.21
5				
6	3-ply, 6-inch.....do..	305	.17½	.33½
7				
8	4-ply, 8-inch.....do..	207	.28½	.43
9				
10	4-ply, 10-inch.....do..	50	.36½	.52
11				
12	4-ply, 12-inch.....do..	85	.44½	
13				
14	Bits, auger, C. S. Jennings's pattern, extension lip:			
15	½-inch.....doz..	11½		
16				
17	¾-inch.....do..	7½		
18				
19	1-inch.....do..	8½		
20				
21	1½-inch.....do..	4½		
22				
23	2-inch.....do..	5		
24				
25	2½-inch.....do..	3½		
26				
27	3-inch.....do..	3½		
28				
29	3½-inch.....do..	3½		
30				
31	4-inch.....do..	4½		
32				
33	4½-inch.....do..	4½		
34				
35	5-inch.....do..	4½		
36				
37	1-inch.....do..	5½		
38				
39	Bits, twist-drill, for metal:			
40	For brace, square shank, assorted, ¼ to ½ inch by 32ds.....sets..	25		
41	Straight shank, for lathe and machine chucks, assorted, ¼ to ½ inch by 32ds.....sets..	12		
42	Bits, gimlet, double cut, or German pattern, assorted, ¼ to ½ inch, dozen.....dozen	6½		
43				
44	Bolt cutters.....No.	2		

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Number.	Points of delivery.										Number.
	San Francisco.								Chicago.	San Francisco.	
1	.11	.074	.10	.099	.078	.10					1
2	.089		.08								2
3	.078										3
4	.145	.107	.12	.129	.102	.13					4
5	.116		.10								5
6	.10½										6
7	.22	.148	.21	.23½	.156	.20					7
8	.178		.16								8
9	.36	.239	.34	.319	.252	.32					9
10	.28½		.27								10
11	.252										11
12	.45½	.29	.42		.321	.40					12
13	.366		.34								13
14	.32										14
15	.55½	.37	.52		.39	.50					15
16	.44½		.42								16
17		.78		.95			.78	1.33	.94½	.96½	17
18		.84					.90				18
19		.78		.95			.78	1.33	.99	1.01	19
20		.92					1.02				20
21		.84		1.12			.83	1.43	1.11	1.13	21
22		1.03					1.14				22
23		.86		1.12			.84	1.43	1.28	1.32	23
24		1.19					1.32				24
25		.90		1.18			.90	1.52	1.40	1.44	25
26		1.30					1.44				26
27		.95		1.25			.95	1.62	1.52	1.57	27
28		1.40					1.56				28
29		1.02		1.35			1.01	1.71	1.63	1.68	29
30		1.50					1.68				30
31		1.15		1.48			1.12	1.90	1.78	1.83	31
32		1.65					1.83				32
33		1.25		1.65			1.23	2.09	1.93	2.00	33
34		1.80					1.98				34
35		1.36		1.75			1.35	2.28	2.10	2.17	35
36		1.95					2.16				36
37		1.48		1.95			1.46	2.47	2.28	2.37	37
38		2.12					2.34				38
39		1.83		2.35			1.80	3.04	2.63	2.73	39
40		2.45					2.70				40
41		.92		.82			.98		.92½	.98	41
42		1.52		1.45			1.53		1.40	1.50	42
43		.35					.55		.36	.38	43
44		1.92		2.19			1.80		2.31	2.44	44

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.			
			Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	San Francisco.			Chi- cago.	San Fran- cisco.	
1	Bolts, carriage, per 100:										
2	by 1.....No..	950	.26	.26	.25	.19½	.23½	1			
3	by 1½.....do.	1,700	.26	.26	.25	.19½	.23½	2			
4	by 2.....do.	2,200	.28	.28	.27	.21	.25½	3			
5	by 2½.....do.	2,100	.30	.30	.29	.22½	.28	4			
6	by 3.....do.	2,050	.32	.32	.31	.24	.30½	5			
7	by 3½.....do.	950	.35	.34	.33	.25½	.40	6			
8	by 4.....do.	1,200	.37	.36	.35	.27	.38	7			
9	by 4½.....do.	1,300	.42	.41	.40	.31	.42	8			
10	by 5.....do.	1,450	.46	.44	.44	.34	.47	9			
11	by 5½.....do.	1,450	.50	.49	.48	.37	.51	10			
12	by 6.....do.	2,700	.54	.54	.52	.40	.56	11			
13	by 6½.....do.	1,800	.63	.62	.60	.46	.66	12			
14	by 7.....do.	900	.71	.70	.68	.53	.76	13			
15	by 7½.....do.	600	.79	.79	.76	.59	.85½	14			
16	by 8.....do.	500	.97	.95	1.06	.73	1.09	15			
17	by 8½.....do.	600	1.08	1.06	1.18	.82	1.24	16			
18	by 9.....do.	450	1.20	1.18	1.31	.90	1.38	17			
19	by 9½.....do.	200	1.32	1.29	1.44	.99½	1.54	18			
20	by 10.....do.	350	1.42	1.39	1.57	1.08	1.69	19			
21	by 10½.....do.	150	1.56	1.52	1.69	1.17	1.84	20			
22	by 11.....do.	250	1.66	1.63	1.82	1.26	1.99	21			
23	by 11½.....do.	100	1.78	1.75	1.95	1.34	2.14	22			
24	by 12.....do.	450	1.90	1.86	2.08	1.43	2.29	23			
24	Bolts, door, wrought iron, barrel:										
25	5-inch.....doz..	9	.50	.59½	.57	.46	.54	24			
26	8-inch.....do.	5	1.30	1.21	1.30	1.00	1.16	25			
26	Bolts, shutter, wrought iron, 10-inch.....do.	1	1.90	1.84	.....	1.30	1.54	26			
27	Bolts, square head and nut, per 100:										
27	by 1.....No..	200	.44	.39	.45	.33	.37½	27			
28	by 1½.....do.	350	.44	.39	.45	.33	.37½	28			
29	by 2.....do.	550	.47	.41	.48	.35	.40	29			
30	by 2½.....do.	350	.49	.43	.50	.36	.42	30			
31	by 3.....do.	500	.51	.45	.52	.38½	.45	31			
32	by 3½.....do.	200	.53	.47	.54	.39	.46½	32			
33	by 4.....do.	200	.53	.47	.....	.39	.46½	33			
34	by 4½.....do.	300	.53	.47	.54	.39	.46½	34			
35	by 5.....do.	500	.56	.49	.57	.41	.50	35			
36	by 5½.....do.	500	.59	.52	.60	.43½	.55	36			
37	by 6.....do.	800	.62	.55	.63	.46	.57	37			
38	by 6½.....do.	350	.66	.58	.66	.48	.60½	38			
39	by 7.....do.	500	.68	.62	.70	.50½	.64	39			
40	by 7½.....do.	450	.71	.64	.73	.53	.68	40			
41	by 8.....do.	250	.75	.67	.76	.55	.71	41			
42	by 8½.....do.	150	.67	.61	.69	.50	.63	42			
43	by 9.....do.	300	.71	.64	.73	.53	.68	43			
44	by 9½.....do.	400	.76	.69	.77	.56	.72	44			
45	by 10.....do.	450	.79	.71	.82	.59	.77	45			

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	
			Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Harry B. Lyford.	Harry Unna.		
									San Francisco.
1	Bolts, square head and nut, per 100:								
2	by 4.....No.....	300	.84	.76	.86	.62	.82	1	
3	by 4.....do.....	400	.88	.79	.95	.65½	.87	2	
4	by 5.....do.....	100	.92	.83	1.00	.68½	.92	3	
5	by 5.....do.....	200	.97	.87	1.04	.71½	.97	4	
6	by 6.....do.....	200	1.01	.92	1.09	.74½	1.01	5	
7	by 6.....do.....	200	1.05	.96	1.14	.80	1.09	6	
8	by 7.....do.....	100	1.10	.98	1.18	.83	1.13	7	
9	by 7.....do.....	200	1.13	1.03	1.23	.86	1.19	8	
10	by 8.....do.....	300	1.18	1.07	1.27	.89	1.24	9	
11	by 3.....do.....	250	.90	.81	.96	.68	.93	10	
12	by 3½.....do.....	100	.96	.86	1.02	.72	.99	11	
13	by 4.....do.....	200	1.02	.91	1.08	.76	1.05	12	
14	by 4½.....do.....	50	1.08	.96	1.14	.80	1.12	13	
15	by 5.....do.....	250	1.14	1.00	1.19	.84	1.18	14	
16	by 6.....do.....	50	1.25	1.10	1.31	.92	1.31	15	
17	by 7.....do.....	150	1.37	1.20	1.42	1.00	1.44	16	
18	by 3½.....do.....	50	.92	1.12	1.32	.93	1.30	17	
19	by 4.....do.....	250	1.29	1.17	1.39	.98	1.38	18	
20	by 5.....do.....	50	1.42	1.30	1.54	1.08	1.54	19	
21	by 6.....do.....	250	1.57	1.42	1.69	1.18	1.71	20	
22	by 7.....do.....	100	1.70	1.55	1.84	1.29	1.88	21	
23	by 8.....do.....	400	1.85	1.67	1.98	1.39	2.04	22	
24	by 9.....do.....	100	1.98	1.80	2.13	1.50	2.22	23	
	by 10.....do.....	200	2.12	1.92	2.28	1.60	2.37	24	
25	Bolts, tire, per 100:								
26	by 1½.....do.....	850	.15	.13	.17			25	
27	by 1½.....do.....	1,200	.17	.14	.18			26	
28	by 2.....do.....	1,750	.18	.15	.19			27	
29	by 1½.....do.....	250	.25	.21	.27			28	
30	by 2.....do.....	1,050	.27	.23	.29			29	
31	by 2½.....do.....	450	.30	.25	.32			30	
32	by 3.....do.....	650	.32	.26	.35			31	
33	by 2.....do.....	350	.39	.32	.41			32	
34	by 2½.....do.....	350	.42	.34	.45			33	
35	by 3.....do.....	450	.47	.38	.49			34	
36	by 3½.....do.....	500	.50	.41	.53			35	
37	Bolts, window, spring, cast-brass bolt, screw socket.....doz.....	13	.34		.20	.26	.28	36	
38	Braces, iron, ratchet, 10-inch sweep, steel jaws.....No.....	53	.48	.46	.48			37	
			.72	.65			.63	38	
39	Brads, steel wire:								
40	1-inch.....lbs.....	24	.09	.083	.08½			39	
41	1-inch.....do.....	82	.054	.048	.05½	.04½		40	
42	1-inch.....do.....	69	.048	.039	.04	.036		41	
43	1½-inch.....do.....	56	.039	.038	.03½	.03		42	
	1½-inch.....do.....	51	.036	.038	.03½	.02½		43	

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	Wakefield Baker.	Joseph Sloss.	Andrew Car- rigan.	Harry B. Ly- ford.	Harry Unna.	John P. Win- chester.	Number.		
			Points of delivery.								
			San Francisco.			Chi- cago.	San Fran- cisco.	San Fran- cisco.			
1	Butts, brass, narrow:								1		
2	1½-inch.....doz. prs..	12	.19	<b>.182</b>	.19	.17½	.....	.....	2		
3	2-inch.....do.....	16	.29	<b>.28</b>	.30	.26½	.....	.....	3		
4	2½-inch.....do.....	20	.50	<b>.49</b>	.57	.46½	.....	.....	4		
5	Butts, door, loose pin, wrought iron:								5		
6	2½ by 2½ inches.....doz. prs..	17	.37	<b>.33½</b>	.38	.27	.33	.....	6		
7			.56						7		
8	3 by 2½ inches.....do.....	4	.49	<b>.45</b>	.49	.36	.43	.....	8		
9			.65						9		
10	3 by 3 inches.....do.....	18	.54	<b>.48½</b>	.53	.39	.49	.....	10		
11			.65						11		
12	3½ by 3½ inches.....do.....	23	.74	<b>.714</b>	.79	.57	.69	.....	12		
13			.79						13		
14	4 by 4 inches.....do.....	17	.97	<b>.88½</b>	.98	.71½	.91	.....	14		
15			.97						15		
16	4½ by 4½ inches.....do.....	12	1.22	<b>1.11</b>	1.23	.89	1.12	.....	16		
17			1.17						17		
18	Calipers:								18		
19	Outside, 8-inch.....No..	9	.23	<b>.11</b>	.12	.09	.....	.....	19		
20	Inside, 8-inch.....do.....	10	.23	<b>.11</b>	.12	.09	.....	.....	20		
21	Cards, cattle.....do.....	12	.03½	<b>.05½</b>	.06	.05	.....	.05	21		
22								.08	22		
23	Catches, iron, cupboard.....do...	566	.03½	<b>.03</b>	.029	.02½	.02½	.03½	23		
24								.04	24		
25	Chains:								25		
26	Log, ⅝-inch, short links, with swivel, ordinary hook and grab hook, per pound.....No..	11	<b>.051</b>	.05½	.....	.041	.05½	.....	26		
27	Log, ¾-inch, short links, with swivel, ordinary hook and grab hook, per pound.....No..	4	<b>.044</b>	.04½	.....	.03½	.0485	.....	27		
28	Trace, No. 2, 6½ feet, 10 links to the foot, full size.....pairs..	16	.46	.39	.....	.....	.....	.50	28		
29				<b>.44</b>	.....	.....	.....	.....	29		
30	Trace, 43 inches long, with hook and swivel.....pairs..	(*)	.....	.....	.....	.....	.....	.....	30		
31	Well, 24 inches long, with hook and ring.....No..	12	.06	<b>.05</b>	.....	.04	.....	.....	31		
32	Chalk, carpenter's, assorted colors, gross.....doz.....	2	.60	<b>.54</b>	.57	.26	.....	.....	32		
33	Chalk lines, medium size.....doz..	40	<b>.09½</b>	.09½	.09½	.....	.....	.....	33		
34	Chisels:								34		
35	c. s., cold, octagon, ⅝ by 6 inches, number.....do.....	14	.07½	<b>.06</b>	.07	.....	.....	.....	35		
36	c. s., socket, corner, 1-inch, handled.....No..	5	<b>.68</b>	.69	.71	.53	.56	.....	36		
37	c. s., socket, firmer, ¼-inch, handled.....No..	15	.15	<b>.14</b>	.15	.17	.17½	.19	37		
38	Chisels, c. s., socket, firmer, handled: ⅝-inch.....No..	23	.15	<b>.14</b>	.15	.17	.17½	.19	38		
39	¾-inch.....do.....	17	.16½	<b>.16</b>	.17	.19½	.20½	.23	39		
40	¾-inch.....do.....	32	.20	<b>.19</b>	.21	.23	.24	.27	40		
41	1-inch.....do.....	34	.22½	<b>.22</b>	.23	.24½	.26	.29	41		
42	1½-inch.....do.....	33	.24½	<b>.24</b>	.25	.26½	.28	.35	42		
43	1½-inch.....do.....	29	<b>a.27</b>	<b>a.27</b>	.27	.28	.29½	.37	43		
44	2-inch.....do.....	12	<b>b.30</b>	<b>b.30</b>	.31	.31	.33	.40	44		
45	Chisels, c. s., socket, framing, handled:								45		
46	¾-inch.....No..	6	<b>.22½</b>	.24	.25	.20	.21½	.....	46		
47	¾-inch.....do.....	5	<b>.22½</b>	.25	.25	.20	.21½	.....	47		
48	¾-inch.....do.....	7	<b>.22½</b>	.25	.25	.20	.22	.....	48		
49	¾-inch.....do.....	6	<b>.26</b>	.26	.30	.23	.25	.....	49		
50	1-inch.....do.....	8	<b>.30</b>	.33	.34	.27	.29	.....	50		
51	1½-inch.....do.....	5	<b>.34</b>	.37	.38	.30	.33	.....	51		
52	1½-inch.....do.....	4	<b>.38</b>	.40	.42	.34	.37	.....	52		
53	2-inch.....do.....	4	<b>.45</b>	.50	.50	.41	.44	.....	53		

\*6 pairs wanted; no bid.

a 15 to Wakefield Baker, 14 to Joseph Sloss.

b 6 to Wakefield Baker, 6 to Joseph Sloss.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.
			San Francisco.											
			Chi- cago.											
			San Fran- cisco.											
1	Clamps, carpenter's iron, to open 10 inches.....No.	14	.40		.38	.49	.30	.39				1		
2	Cleavers, butcher's, 12-inch.....do.	5	1.12		1.13		1.10	1.23				2		
3	Crowbars, solid steel, wedge point, assorted sizes, per pound.....No.	47	.034		.0345	.03½	.0215					3		
4	Dividers, c. s., wing: 6 inches long.....do.	15	.09½		.09½	.11	.09½					4		
5	10 inches long.....do.	23	.18½		.19	.19½	.17					5		
6	Drills: Blacksmith's, vertical.....do.	3	5.82		5.75	5.75	4.30	5.70				6		
7	Breast.....do.	3	1.90		1.94		1.70	1.85				7		
8	Faucets: Brass, racking, 1-inch, loose key, No.....do.	4	.45	.35	.33	.32	.29					8		
9			.45	.30								9		
10	Wood, cork-lined, No. 2.....No.	18	.02½		.028	.028	.02½			.03		10		
11	Files, flat: Bastard, 10-inch.....doz.	10	1.19		1.12	1.23	1.19	1.30	1.50			11		
12	Bastard, 12-inch.....do.	18	1.65		1.55	1.71	1.65	1.88	2.00			12		
13	Wood, 12-inch.....do.	3	1.65		1.55		1.65	1.88				13		
14	Wood, 14-inch.....do.	4½	2.27		2.12		2.27	2.62				14		
15	Files, half-round, bastard: 10-inch.....doz.	3	1.55		1.45	1.60	1.55	1.67	1.90			15		
16	12-inch.....do.	9	2.01		1.88	2.08	2.01	2.20	2.50			16		
17	Files, mill-saw: 8-inch.....do.	23	.73		.68	.76	.73	.78				17		
18	10-inch.....do.	17	.95		.89	.98	.95	1.05				18		
19	12-inch.....do.	27	1.28		1.19	1.31	1.28	1.45				19		
20	14-inch.....do.	16	1.83		1.71	1.89	1.83	2.07				20		
21	Files, round, bastard: 6-inch.....do.	2½	.59		.56	.61	.60	.62				21		
22	8-inch.....do.	3½	.73		.68	.76	.73	.76				22		
23	10-inch.....do.	5½	.95		.89	.98	.95	1.02				23		
24	12-inch.....do.	5½	1.28		1.19	1.33	1.28	1.42				24		
25	14-inch.....do.	4½	1.83		1.71	1.89	1.83	2.09				25		
26	Files, slim, taper, saw: 3-inch.....do.	21	.35		.33	.37	.35	.35	.42			26		
27	3½-inch.....do.	16	.35		.33	.37	.35	.35	.42			27		
28	4-inch.....do.	26	.37		.35	.38	.37	.38	.45			28		
29	4½-inch.....do.	17	.39		.36	.40	.39	.40	.46			29		
30	5-inch.....do.	47	.42		.39	.43	.42	.44	.50			30		
31	6-inch.....do.	47	.53		.49	.55	.53	.55	.65			31		
32	Flatirons, 5 to 8 pounds, assorted, per pound.....pairs.	88	.03½		.03½	.036	.0255					32		
33	Gauges: Marking, brass mounted.....No.	13	.19		.18	.22	.17					33		
34	Mortise, screw slide.....do.	9	.34		.34	.15	.28					34		
35	Slitting, with handle.....do.	7	.36		.50	.23						35		
36	Glue pots, No. 1, porcelain lined.....do.	3	.39		.39	.40						36		
37	Gouges, c. s., socket, firmer, handled: 1-inch.....No.	4	.26		.25	.32						37		
38	1½-inch.....do.	3	.28		.28	.37						38		
39	1½-inch.....do.	2	.32		.32	.43						39		
40	1½-inch.....do.	9	.36		.26	.44						40		
41	1-inch.....do.	1	.38		.38	.49						41		
42	1-inch.....do.	10	.41		.39½	.50						42		
43	Grindstones, weighing— 50 pounds, per pound.....do.	25	.019		.0148	.015						43		
44	100 pounds, per pound.....do.	12	.019		.0148	.015						44		
45	150 pounds, per pound.....do.	7	.019		.0148	.016						45		
46	250 pounds, per pound.....do.	2	.019		.0148	.016						46		
47	Grindstone fixtures, 17 inches, improved patent cap, extra heavy, No.....do.	38	.32		.27½	.31						47		

a No sample.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.
			Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Harry B. Lyford.	Harry Unna.	Edward H. Feldmann.		
			San Francisco.				Chi- cago.	San Francisco.	San Fran- cisco.	
1	Hair clippers, good quality . . . . . No.	116	.55	.48	<b>.47</b>	.70	.72			1
2	Hammers, claw, solid, c. s., adz-eye, forged, No. 1½ . . . . . No.	480	.34	.28	.26	.29	.32	.29		2
3				.34	.34			.21		3
4				<b>.43</b>						4
5	Hammers, farrier's:									
6	Shoeing, c. s. . . . . No.	23	<b>.36</b>	.29	.35	.26	.27½			5
7				.39						6
8	Turning, half bright, 2½ pounds, No. . . . .	3	<b>1.23</b>	1.29	1.40					7
9	Hammers, machinist's, ball peen:									
10	1½-pound . . . . . No.	11	<b>.34</b>	.38	.40					8
11	2½-pound . . . . . do.	13	<b>.40</b>	.46	.48	.33	.38			9
12	Hammers, riveting, solid, c. s.:									
13	1½-pound . . . . . do.	5	.29	<b>.28</b>	.34	.24½	.27			10
14	1½-pound . . . . . do.	7	.30	<b>.29</b>	.50	.26	.30			11
15	Hammers, sledge, blacksmith's, solid, c. s.:									
16	2-pound . . . . . No.	3	.45	<b>.44</b>						12
17	3-pound . . . . . do.	6	.50	<b>.49½</b>						13
18	6-pound . . . . . do.	8	.34	<b>.30</b>	.35					14
19	8-pound . . . . . do.	6	.46	<b>.41</b>	.47					15
20	10-pound . . . . . do.	7	.59	<b>.52</b>	.69					16
21	Hammers, mason's, ax finish, solid, c. s.:									
22	5-pound . . . . . No.	13	.50	<b>.38</b>		.45	.54			17
23	8-pound . . . . . do.	15	.63	<b>.62</b>		.72	.86			18
24	12-pound . . . . . do.	12	.95	<b>.93</b>		1.08	1.29			19
25	Hammers, tack, upholsterer's pattern, malleable iron . . . . . No.	30	<b>.09</b>	.04	.06	.12½	.13½	.06½		20
26				.15						21
27	Hatchets, c. s.:									
28	Broad, 6-inch cut, steel head, single bevel, handled . . . . . No.	16	<b>.68</b>	.59	.81	.68½	.75	.70		22
29	Lathing, 2-inch blade . . . . . do.	13	<b>.28</b>	.28	.36	.31½	.34			23
30				.40						24
31	Shingling, No. 2 . . . . . do.	138	.29	.23	.25			.27		25
32			<b>.36</b>	.32	.33					26
33	Hinge hasps:									
34	6-inch . . . . . doz.	21	<b>.38</b>	.384	.39	.30½	.38	.40		27
35	10-inch . . . . . do.	10		.73	.72	.73	.57½	.77		28
36	Hinges, extra heavy, T:									
37	8-inch . . . . . doz. pairs.	6½	<b>1.20</b>	1.41	1.37	1.03	1.59			29
38	10-inch . . . . . do.	3½	<b>1.84</b>	1.97	1.96	1.54	2.53			30
39	12-inch . . . . . do.	1½	2.84	2.84	<b>2.83</b>	2.44	3.69			31
40	Hinges, heavy, strap:									
41	8-inch . . . . . do.	8	<b>.89</b>	1.01	1.10	.80	1.31			32
42	10-inch . . . . . do.	5	<b>1.45</b>	1.49	1.62	1.24	2.10			33
43	12-inch . . . . . do.	7½	2.43	<b>2.12</b>	2.30	1.93	3.17			34
44	Hinges, light, strap:									
45	6-inch . . . . . do.	17	.52	<b>.47</b>	.52	.39½	.53½			35
46	8-inch . . . . . do.	14	.72	<b>.66</b>	.75	.55	.79			36
47	10-inch . . . . . do.	2	.98	<b>.92</b>	1.04	.76	1.09			37
48	12-inch . . . . . do.	2	1.41	<b>1.33</b>	1.46	1.11	1.51			38
49	Hinges, light, T:									
50	6-inch . . . . . do.	15	.42	<b>.41</b>	.42	.32	.42	.40		39
51	8-inch . . . . . do.	8	.52	<b>.52</b>	.54	.41	.56			40
52	10-inch . . . . . do.	2	<b>.76</b>	.76	.79	.60	.81			41
53	Hooks, hat and coat, schoolhouse pattern, heavy . . . . . doz.	235	.20	<b>.18</b>	.25	.13	.18			42
54					.13					43

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	John F. Merrill.	Harry B. Lyford.	Number.	
	Points of delivery.									
	San Francisco.			Chi- cago.	Chi- cago.	San Fran- cisco.				
1	Iron, band, per 100 pounds:								1	
2	by 1.....lbs.	160	2.79	2.33	2.55				2	
3	by 1½.....do.	350	2.79	2.33	2.55				3	
4	by 1½.....do.	700	2.64	2.28	2.45				4	
5	by 1.....do.	100	2.59	2.23	2.50				5	
	by 2.....do.	250	2.54	2.18	2.35					
6	Iron, flat-bar, per 100 pounds:								6	
7	by 1.....do.	850	2.74	2.23	2.48				7	
8	by 1½.....do.	1,500	2.44	1.93	2.18				8	
9	by 1½.....do.	250	2.44	1.93	2.18				9	
10	by 2.....do.	350	2.44	1.93	2.18				10	
11	by 2½.....do.	100	2.44	1.93	2.18				11	
12	by 2½.....do.	300	2.44	1.93	2.18				12	
13	by 4.....do.	425	2.44	1.93	2.18				13	
14	by 2.....do.	650	2.44	1.93	2.18				14	
15	by 2½.....do.	500	2.44	1.93	2.18				15	
16	by 3.....do.	100	2.44	1.93	2.18				16	
17	by 1.....do.	250	2.64	2.13	2.38				17	
18	by 1½.....do.	800	2.44	1.93	2.18				18	
19	by 1½.....do.	550	2.34	1.83	2.08				19	
20	by 2.....do.	700	2.24	1.73	1.98				20	
21	by 2.....do.	350	2.24	1.73	1.98				21	
22	by 2½.....do.	1,100	2.24	1.73	1.98				22	
23	by 3.....do.	300	2.24	1.73	1.98				23	
24	by 1.....do.	100	2.64	2.13	2.38				24	
25	by 1½.....do.	300	2.24	1.73	1.98				25	
26	by 1½.....do.	100	2.24	1.73	1.98				26	
27	by 1.....do.	200	2.64	2.13	2.38				27	
28	by 1.....do.	600	2.44	1.93	2.18				28	
29	by 1½.....do.	1,400	2.24	1.73	1.98				29	
30	by 1½.....do.	100	2.24	1.73	1.98				30	
31	by 2.....do.	200	2.24	1.73	1.98				31	
32	by 2½.....do.	650	2.24	1.73	1.98				32	
33	by 2.....do.	950	2.24	1.73	1.98				33	
34	Iron, Juniata sheet, galvanized, 28-inch, No. 25, per 100 pounds.....lbs.	200		3.63		a. 04	3. 09	4. 34	34	
35	Iron, round, per 100 pounds:								35	
36	¾-inch.....do.	875	2.94	2.43	2.68				36	
37	¾-inch.....do.	1,950	2.74	2.23	2.48				37	
38	¾-inch.....do.	1,000	2.64	2.13	2.38				38	
39	¾-inch.....do.	2,300	2.54	2.03	2.28				39	
40	¾-inch.....do.	500	2.54	2.03	2.28				40	
41	¾-inch.....do.	1,400	2.44	1.93	2.18				41	
42	¾-inch.....do.	1,200	2.84	1.83	2.08				42	
43	¾-inch.....do.	400	2.84	1.83	2.08				43	
	1-inch.....do.	650	2.24	1.73	1.98				44	

a 30-inch, No. 26.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denotes rates

## HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.	
			Wakefield Baker.	John F. Merrill.
			San Francisco.	
1	Iron, sheet, per 100 pounds:			
2	1-inch thick.....lbs.	450		
3	1-inch thick.....do.	150		
4	No. 26.....do.	500		.034
5	Iron, square, per 100 lbs:			
6	1-inch.....do.	200	2.74	
7	1-inch.....do.	300	2.54	
8	1-inch.....do.	900	2.44	
9	1-inch.....do.	200	2.34	
10	1-inch.....do.	350	2.24	
11	Knives and forks, cocoa handle, with bolster, per pair.....pairs..	2,994	.09½	
12	Knives:			
13	Butcher, 8-inch, cocoa handle, without bolster.....doz.	23½	1.92	
14	Carving, and forks, cocoa handle, per pair.....pairs..	65	.75	
15	Chopping, iron handles.....No.	48	.09	
16	Drawing, 10-inch, c. s., carpenter's.....do.	4	.39	
17	Drawing, 12-inch, c. s., carpenter's.....do.	8	.42	
18	Horseshoeing.....do.	39	.25	
19	Putty.....do.	22	.06½	
20	Skinning, 6-inch, cocoa handle, without bolster.....do.	12	.11	
21	Latches, thumb, Roggen pattern, heavy.....doz.	1	.70	
22	Lead, in pigs.....lbs.	550		.04½
23	Locks:			
24	Closet, 3½-inch, iron bolt, dead, 2 keys.....doz.	3½	1.25	
25	Drawer, 2½ by 2 inches, iron, 2 keys.....do.	2½	1.10	
26	Locks, mineral knob, rim, iron bolt, 2 keys:			
27	4-inch.....do.	16	1.90	
28	4½-inch.....do.	13½	3.50	
29	5-inch.....do.	6½	5.00	
30	6-inch.....do.	7	7.50	
31	Locks, mineral knob, mortise, 3½-inch, iron bolt, 2 keys.....do.	15½	2.50	
32	Locks:			
33	Pad, iron or brass, 3-tumbler, 2 keys each, assorted combinations on each shipping order.....doz.	38	1.65	
34	Sash.....do.	29	3.00	
35	Mallets, carpenter's, hickory, round, 6 by 4 inches.....No.	60	1.50	
36	Nails, wire, per 100 pounds:			
37	3d, lath.....lbs.	750	a 3.05	
38	3d, steel.....do.	2,250	a 3.00	
39	4d, steel.....do.	1,750	a 2.85	
40	6d, steel.....do.	3,600	a 2.75	
41	8d, steel.....do.	11,100	a 2.65	
42	10d, steel.....do.	7,700	a 2.60	
43	12d, steel.....do.	3,800	a 2.60	
44	20d, steel.....do.	7,320	a 2.55	
45	30d, steel.....do.	2,700	a 2.55	
46	40d, steel.....do.	2,720	a 2.55	
	60d, steel.....do.	2,550	a 2.55	

a If Chicago delivery is accepted on nails, price would be 65 cents per 100 pounds less.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Number.	Points of delivery.							
	San Francisco.	San Francisco.	Chicago.	Pittsburg.	San Francisco.		Chicago.	San Francisco.
	San Francisco.	San Francisco.	Chicago.	Pittsburg.	San Francisco.	San Francisco.	Chicago.	San Francisco.
1		2.83			3.15		2.15	3.40
2		2.68			2.75		2.10	3.35
3		3.13			3.00	.0385	2.34	3.59
4		2.23			2.48			
5		2.03			2.28			
6		1.93			2.18			
7		1.83			2.08			
8		1.83			1.98			
9	.10	.08½			.089		.0886	.10½
10	.12							.08½
11	.21	1.94			1.90		1.59	1.75
12	.30	.69		.60	.59		.42	.47
13		.19			.07½			.06½
14		.45						
15		.49			.49		.39	
16		.49			.57		.42½	
17		.22			.23½		.21½	
18		.06						
19		.15					.15	
20		.54					.36	
21		.047				.0475	.04½	
22		1.35					1.10	1.22
23		.92						
24		1.84			1.98			
25		3.82			4.98		2.25	2.70
26		4.79			6.23		2.90	3.43
27		6.48						
28		2.17			2.45			
29		1.10			1.35			
30		1.35						
31		1.39						
32		.294			.31		.30	.35
33		.12			.13½		.09	
34		.17						
35		2.97	2.55	2.40	3.04		2.48	3.05
36		2.92	2.50	2.35	2.99		2.43	3.00
37		2.77	2.35	2.20	2.84		2.28	2.85
38		2.67	2.25	2.10	2.74		2.18	2.75
39		2.57	2.15	2.00	2.64		2.08	2.65
40		2.52	2.10	1.95	2.59		2.03	2.60
41		2.52	2.10	1.95	2.59		2.03	2.60
42		2.47	2.05	1.90	2.54		1.98	2.55
43		2.47	2.05	1.90	2.54		1.98	2.55
44		2.47	2.05	1.90	2.54		1.98	2.55
45		2.47	2.05	1.90	2.54		1.98	2.55
46		2.47	2.05	1.90	2.54		1.98	2.55

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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.	Points of delivery.		
			Wakefield Baker.	John F. Merrill.	Ellis H. Parrish.
			San Francisco.		
1	Nails, wire, fence, steel, per 100 pounds:				
2	8d.....lbs.	1,000	2.65		
3	10d.....do.	1,800	2.60		
4	12d.....do.	1,200	2.60		
5	Nails, wire, finishing, steel, per 100 pounds:				
6	6d.....do.	1,970	3.00		
7	8d.....do.	2,770	2.90		
8	10d.....do.	2,020	2.80		
9	Nails, horseshoe, per 100 pounds:				
10	No. 6.....do.	520	.088		
11	No. 7.....do.	325	.088		
12	No. 8.....do.	305	.088		
13	Nails, oxshoe, No. 5, per 100 pounds.....do.	100	.088		
14	Nuts, iron, square:				
15	For 1/2-inch bolt.....do.	35	.074		
16	For 3/4-inch bolt.....do.	20	.074		
17	For 1-inch bolt.....do.	90	.044		
18	For 1 1/4-inch bolt.....do.	145	.031		
19	For 1 1/2-inch bolt.....do.	375	.029		
20	For 1 3/4-inch bolt.....do.	210	.028		
21	Oilers, zinc, medium size.....No.	159	.06		
22	Oilstones, Washita.....do.	33	a. 22	.07	
23	Packing, hemp.....lbs.	95	.09		.18
24	Packing, rubber:				.16
25	1/2-inch.....do.	240			.12
26	1-inch.....do.	230			.12
27	3/4-inch.....do.	235			.12
28	1 1/4-inch.....do.	215			.12
29	Packing, yarn (cotton waste).....do.	1,935	.099		
30			.062		
31	Paper (assorted), per quire:				
32	Emery.....qrs.	72	.14		
33	Sand.....do.	334	.11		
34	Pencils, carpenters.....doz.	64	.13		
35			.16		
36	Pinchers, blacksmith's shoeing.....No.	9	.38		
37	Pinking irons, 1-inch.....doz.	1	.48		
38	Planes:				
39	Block, 6-inch, knuckle joint.....No.	21	.64		
40	Fore, adjustable, wood bottoms.....do.	17	.95		

a Per pound.

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Points of delivery.											
San Francisco.		San Francisco.	Chi-cago.	Pitts-burg.	San Francisco.			Chi-cago.	San Francisco.	San Francisco.	Number.
		2.57	2.15	2.00	2.64			2.08	2.65		1
		2.52	2.10	1.95	2.59			2.03	2.60		2
		2.52	2.10	1.95	2.59			2.03	2.60		3
		2.92	2.50	2.35	2.99			2.43	3.00		4
		2.82	2.40	2.25	2.89			2.33	2.90		5
		2.72	2.30	2.15	2.79			2.23	2.80		6
		8.90			.08 1/2		8.00				7
		8.90			.08 1/2		8.00				8
		8.90			.08 1/2		8.00				9
		8.90			.08 1/2		8.00				10
		.0796			.09 1/2						11
		.0638									12
		.0451			.059						13
		.0346			.039						14
		.0322			.036						15
		.0309			.033						16
		.05			.05					.04 1/2	17
		.06								.05 1/2	18
		.25			.33			a. 18		.06 1/2	19
		.39									20
		.089			.14	.089		.08			21
											22
											23
.11	.16	.089			.08 1/2	.11					24
.16	.18										25
.10	.16	.089			.08 1/2	.11					26
.15	.18										27
.10	.16	.089			.08 1/2	.11					28
.15	.18										29
.10	.16	.089			.08 1/2	.11					30
.15	.18										31
		.11			b7.45						32
											33
		.14 1/2			.20			.13			34
		.09			.12 1/2						35
		.13			.33						36
		.38			.40			.34			37
		.48			.50			.45			38
										.85	39
										4.50	40
		.32			.61			.61	.63		41
		.69									42
		.84			.96			.78	.90		43

b Per 100 pounds.

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.	Points of delivery.	
			Wakefield Baker.	William Davis.
			San Francisco.	
1	Planes, hollow and round:			
2	1-inch, c. s. .... pairs..	7		
3	1½-inch, c. s. .... do..	6		
4	1½-inch, c. s. .... do..	2		
5	Planes:			
6	Jack, adjustable, wood bottoms.....No.	27	.78	
7	Jointer's, double-iron, c. s. .... do..	11	.80	
8	Match, ¾-inch, plated ..... pair..	1		
9	Match, 1-inch, plated ..... pairs..	3		
10	Plow, embracing beading and center-beading plane, rabbet and fillister, dado, plow, matching, and slitting plane .....No.	8		
11	Planes, skew-rabbet:			
12	¾-inch.....do..	3		
13	1-inch.....do..	5		
14	1½-inch.....do..	2		
15	Planes, smooth, adjustable, wood bottoms.....do..	22	.70	
16	Pliers:			
17	Flat-nose, 7-inch, c. s., heavy.....do..	28	.14	
18	Round-nose, 7-inch, c. s., heavy.....do..	8	.14	
19	End-cutting, 10-inch, c. s., heavy.....do..	29	.84	
20	Punches:			
21	c. s., belt, to drive, assorted, Nos. 2, 3, 4, 5, and 6.....doz..	10	.48	
22	Conductor's, assorted shapes of holes.....do..	1½	3.00	
23	Rasps, horse:			
24	12-inch.....No.	11	.19	
25	14-inch.....do..	145	.24	
26	Rasps, wood:			
27	Flat, 12-inch.....do..	20	.26	
28	Flat, 14-inch.....do..	54	.35	
29	Half-round, 12-inch.....do..	21	.27	
30	Half-round, 14-inch.....do..	47	.34	
31	Rivet sets:			
32	No. 2.....do..	5	.15	
33	No. 3.....do..	8	.12	
34	No. 7.....do..	5	.09	
35	Rivets and burrs, copper:			
36	¾-inch, No. 8.....lbs.	11	.19	.18½
37	¾-inch, No. 12.....do..	13	.22	.24½
38	¾-inch, No. 8.....do..	22	.19	.18½
39	¾-inch, No. 12.....do..	18	.22	.24½
40	¾-inch, No. 8.....do..	32	.19	.18½
41	¾-inch, No. 12.....do..	41	.22	.24½
42	¾-inch, No. 8.....do..	38	.19	.18½
43	¾-inch, No. 12.....do..	29	.22	.24½
44	1-inch, No. 8.....do..	24	.19	.18½
45	1-inch, No. 12.....do..	9	.22	.24½

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

## HARDWARE—Continued.

Number.	Points of delivery.						
	William D. Keyston.	John F. Merrill.	Joseph Sloss.	Andrew Carrigan.	Samuel W. Burtchael.	Harry B. Lyford.	Harry Unna.
	San Francisco.						
1			.74			.64	
2			.74			.64	
3			.86			.73	
4			.75	.78		.61	.70
5			.79	.82			
6			1.25				
7			1.25				
8			4.84	5.20		3.70	3.80
9			.45			.32	
10			.45			.32	
11			.60			.38	
12			.47	.70		.56	.61
13			.53				
14			.13	.23		.18	
15			.13	.23		.18	
16			.86			.85	
17			.50				
18			.69	.52		.37	.54
19			.20				.90
20			2.60	2.25			2.25
21			.17½	.18			
22			.24½	.24½			
23			.25	.27½		.25	
24			.33	.36½		.33	
25			.26	.29		.26½	
26			.36	.39		.35½	
27			.18			.16	.30
28		.20½	.15			.13	.50
29		.15½	.15			.13	.25
30		.11½	.09			.08	.50
31							.15
32							.50
33							.20
34			.17		.1969	.18	.20
35			.20½	.23	.2273	.20	.22
36			.17	.20	.1969	.18	.20
37	.19		.20½	.23	.2273	.20	.22
38	.25		.17	.20	.1969	.18	.20
39	.20		.20½	.23	.2273	.20	.22
40	.25		.17	.20	.1969	.18	.20
41	.20		.20½	.23	.2273	.20	.22
42	.20		.17	.20	.1969	.18	.20
43	.20		.20½	.23	.2273	.20	.22

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	Wakefield Baker.	John F. Merrill.	Joseph Sloss.	Andrew Carrigan.	Harry B. Lyford.	Harry Unna.	Number.	
			Points of delivery.							
			San Francisco.			Chi- cago.	San Fran- cisco.	San Fran- cisco.		
	Rivets, iron, No. 8 flat-head:									
1	$\frac{1}{8}$ -inch.....lbs.	26			.09½				1	
2	$\frac{3}{8}$ -inch.....do.	11			.09½				2	
3	1-inch.....do.	16			.09½				3	
4	1-inch.....do.	28			.09½				4	
	Rivets, iron, flat-head:									
5	$\frac{1}{8}$ by 1 inch.....do.	36			.06				5	
6	$\frac{1}{8}$ by 2 inches.....do.	(a)							6	
7	$\frac{1}{8}$ by 4 inches.....do.	(b)							7	
8	$\frac{1}{4}$ by 1 inch.....do.	26			.056				8	
9	$\frac{1}{4}$ by $1\frac{1}{4}$ inches.....do.	35			.056				9	
10	$\frac{1}{4}$ by 2 inches.....do.	(c)							10	
11	$\frac{1}{4}$ by 2½ inches.....do.	(d)							11	
12	$\frac{1}{4}$ by 3 inches.....do.	(e)							12	
13	$\frac{1}{4}$ by 3½ inches.....do.	(f)							13	
14	$\frac{1}{4}$ by 4 inches.....do.	(d)							14	
	Rivets, tinned-iron, in packages of 1,000:									
15	10-ounce.....M	3		.07½	.075				15	
16	12-ounce.....do.	3		.08½	.095				16	
17	16-ounce.....do.	2		.10½	.105				17	
18	24-ounce.....do.	7		.13½	.14½				18	
19	32-ounce.....do.	2		.18	.20				19	
20	Rules, boxwood, 2-foot, 4-fold, full brass bound.....No.	154	.22		.23	.23	.21	.25	20	
21	Saw blades, butcher's bow, 20-inch.....doz.	6½	1.10		1.25	2.40			21	
22	Saw clamps, 9-inch jaw.....No.	6	.35		2.60				22	
23	Saw sets:				.29	.28	.21		23	
24	For crosscut saws.....do.	2	.50						24	
25	For handsaws.....do.	17	.28		.27	.27			25	
26	Saws, back (ortenson) 12-inch.....do.	10	.84		.89	.73			26	
27	Saws, bracket.....do.	4	.74		.65	.80	.19		27	
28	Saws, buck, framed, complete, 30-inch blade.....No.	35	.38		.36	94.17			28	
29	Saws, circular:		.28		.56				29	
30	26-inch crosscut.....do.	5			8.48				30	
31	30-inch crosscut.....do.	6			8.48				31	
32	30-inch rip.....do.	1			10.18				32	
33	Saws, crosscut, with handles:									
33	5-foot.....No.	3	1.46		1.59	1.52	1.37	1.50	33	
34	6-foot.....do.	31	1.73		1.89	1.70	1.49	1.63	34	
	Saws:									
35	Hand, 26-inch, 6 to 10 points to the inch.....No.	116	1.05		.65	.46			35	
36			.89		.85	.98			36	
37			.74		1.03	1.02			37	
38	Keyhole, 12-inch compass, number.....do.	40	.09½		.08½	.11	.18	.09	38	
39	Meat, butcher's bow, 20-inch, number.....do.	20	.70		.67	.69			39	
40	Rip, 28-inch, 5 points.....No.	16	1.26		.69	1.20			40	
41			1.05		1.00				41	
42			.84		1.22				42	

a 36 pounds wanted; no bid.

b 16 pounds wanted; no bid.

c 96 pounds wanted; no bid.

d 60 pounds wanted; no bid.

e 45 pounds wanted; no bid.

f 81 pounds wanted; no bid.

g Per dozen.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.
			San Francisco.			Chi- cago.	San Fran- cisco.	San Fran- cisco.	
1	Scale: Butcher's, dial face, spring balance, square dish, 30-lb., by ounces. No.	1	3.00	2.74		2.25		1	
2	Platform, 1,500-lb., drop-lever, on wheels..... No.	1	22.50	21.00	41.25			2	
3				37.00	23.90			3	
4	Scissors, ladies' 6-inch, c. s. full size, good quality..... doz.	14 $\frac{1}{12}$	3.25	1.69	1.60	2.70		4	
5					1.60			5	
6	Screw drivers, steel blade: 6-inch..... No.	45	.07	.06	.07			.07 $\frac{1}{2}$	
7								.08 $\frac{1}{2}$	
8	8-inch..... do.	28	.10	.09	.10			.10 $\frac{1}{2}$	
9								.12	
10	10-inch..... do.	19	.14	.12	.15			.13	
11								.15	
12	Screws: Wrought-iron, bench, 1 $\frac{1}{2}$ -inch. do.	4	.45	.42	.40	.29			
13	Wood, bench, 2 $\frac{1}{2}$ -inch..... do.	4	.44	.36	.38	.21			
14	Screws, wood, iron: $\frac{1}{2}$ -inch, No. 4..... gross.	39	.08	.072	.079	.06 $\frac{1}{2}$	.07 $\frac{1}{2}$	.084	
15	$\frac{1}{2}$ -inch, No. 5..... do.	40	.08	.075	.082	.07	.08	.088	
16	$\frac{1}{2}$ -inch, No. 6..... do.	50	.08	.075	.082	.07	.08	.088	
17	$\frac{1}{2}$ -inch, No. 7..... do.	46	.08 $\frac{1}{2}$	.078	.086	.074	.083	.094	
18	$\frac{1}{2}$ -inch, No. 8..... do.	82	.09 $\frac{1}{2}$	.086	.095	.08	.09 $\frac{1}{2}$	.102	
19	$\frac{1}{2}$ -inch, No. 8..... do.	78	.10	.091	.10	.08 $\frac{1}{2}$	.09 $\frac{1}{2}$	.107	
20	$\frac{1}{2}$ -inch, No. 8..... do.	77	.10 $\frac{1}{2}$	.096	.107	.09	.10	.112	
21	$\frac{1}{2}$ -inch, No. 9..... do.	61	.11	.102	.112	.09 $\frac{1}{2}$	.106	.118	
22	1-inch, No. 9..... do.	129	.11 $\frac{1}{2}$	.105	.117	.10	.111	.123	
23	1-inch, No. 10..... do.	94	.12 $\frac{1}{2}$	.114	.127	.10 $\frac{1}{2}$	.121	.135	
24	1 $\frac{1}{2}$ -inch, No. 10..... do.	110	.14	.124	.139	.11 $\frac{1}{2}$	.13 $\frac{1}{2}$	.151	
25	1 $\frac{1}{2}$ -inch, No. 11..... do.	55	.15	.133	.148	.12 $\frac{1}{2}$	.14	.157	
26	1 $\frac{1}{2}$ -inch, No. 11..... do.	83	.16	.143	.16	.13 $\frac{1}{2}$	.15 $\frac{1}{2}$	.168	
27	1 $\frac{1}{2}$ -inch, No. 12..... do.	55	.17 $\frac{1}{2}$	.157	.167	.14 $\frac{1}{2}$	.16 $\frac{1}{2}$	.185	
28	1 $\frac{1}{2}$ -inch, No. 12..... do.	52	.19	.172	.192	.16 $\frac{1}{2}$	.18	.202	
29	1 $\frac{1}{2}$ -inch, No. 13..... do.	17	.21 $\frac{1}{2}$	.192	.213	.18	.20	.225	
30	2-inch, No. 13..... do.	30	.23 $\frac{1}{2}$	.21	.235	.19 $\frac{1}{2}$	.22	.247	
31	2-inch, No. 14..... do.	13	.26 $\frac{1}{2}$	.233	.262	.22	.25	.275	
32	2 $\frac{1}{2}$ -inch, No. 14..... do.	3	.28 $\frac{1}{2}$	.252	.283	.239	.27		
33	2 $\frac{1}{2}$ -inch, No. 15..... do.	8	.33	.296	.331	.28	.31		
34	2 $\frac{1}{2}$ -inch, No. 14..... do.	3	.31	.276	.31	.26	.29		
35	2 $\frac{1}{2}$ -inch, No. 15..... do.	4	.35 $\frac{1}{2}$	.315	.352	.29 $\frac{1}{2}$	.33		
36	3-inch, No. 16..... do.	6	.45	.399	.449	.38	.42 $\frac{1}{2}$		
37	3-inch, No. 18..... do.	5	.59	.522	.583	.49 $\frac{1}{2}$	.56		
38	Shears, c. s., trimmer's straight, full size, good quality: 8-inch..... doz.	17 $\frac{1}{2}$	4.80	3.75	3.73			38	
39	10-inch..... do.	15 $\frac{1}{2}$	7.50	6.10	5.95			39	
40	Shoes, horse, light, assorted, front and hind, per 100 pounds: No. 0..... lbs.	800	4.37	4.33	4.63	3.86	5.11	40	
41	No. 1..... do.	1,075	4.37	4.33	4.63	3.86	5.11	41	
42	No. 2..... do.	1,525	4.12	4.08	4.38	3.61	4.86	42	

<sup>a</sup> No sample.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	Wakefield Baker.	John F. Merrill.	Joseph Sloss.	Andrew Carrigan.	Harry B. Lyford.	Harry Unna.	Number.		
			Points of delivery.								
			San Francisco.					Chi- cago.		San Fran- cisco.	San Fran- cisco.
	Shoes, horse, light, assorted, front and hind, per 100 pounds:										
1	No. 3.....lbs..	1,825	4.12		4.08	4.38	3.61	4.86	1		
2	No. 4.....do..	1,200	4.12		4.08	4.38	3.61	4.86	2		
3	No. 5.....do..	1,150	4.12		4.08	4.38	3.61	4.86	3		
4	No. 6.....do..	300	4.12		4.08	4.38	3.61	4.86	4		
	Shoes, mule, per 100 pounds:										
5	No. 3.....lbs..	500	4.12		4.08	4.38	3.86	5.11	5		
6	No. 4.....do..	200	4.12		4.08	4.38	3.86	5.11	6		
7	Shovels, fire, hand, long handle.....doz..	12		.85	.50	.66		.60	7		
8					.85				8		
9	Sieves, iron wire, 18-mesh, tin, frames.....doz..	14		1.20	1.12			1.35	9		
10								1.10	10		
11	Spirit levels, with plumb, 30-inch.....No..	27	.40		.45	.45			11		
12			.63						12		
13	Spoke pointers, adjustable.do...	2	.52		.57		33½	.95	13		
14								1.08	14		
15	Springs, door, spiral, heavy dozen.....	17	1.00		1.08	1.10			15		
16					1.18				16		
	Squares:										
17	Bevel, sliding T 10-inch.No..	8	.17		.14	.17			17		
18	Framing steel, 2 inches wide.....No..	31	.46		.46	.38	.40		18		
19						.55			19		
20	Panel, 15-inch.....do..	7	.55				.48		20		
21	Try, 4½-inch.....do..	18	.12		.09	.11	.08½		21		
22	Try and miter, 7½-inch.do..	19	.23		.22	.23	.19½		22		
23	Try, 10-inch.....do..	13	.20		.20	.20			23		
24	Staples, wrought-iron, 3 inches long.....doz..	64	.04		.028	.03	.02½		24		
	Steel, cast, bar:										
25	¾ by 3 inches.....lbs..	100	.08½		7.79	8.70			25		
26	¾ by 4 inches.....do..	75	.08½		7.79	8.70			26		
27	¾ by 1 inch.....do..	100	.07½		6.69	7.70			27		
	Steel cast, octagon:										
28	¾-inch.....do..	185	.08½		7.79	8.50			28		
29	¾-inch.....do..	235	.08		7.19	8.00			29		
30	¾-inch.....do..	345	.07½		6.69	7.50			30		
31	¾-inch.....do..	375	.07½		6.69	6.80			31		
32	1-inch.....do..	275	.07½		6.69	6.80			32		
33	1½-inch.....do..	200	.07½		6.69	6.80			33		
	Steel, cast, square:										
34	¾-inch.....do..	175	.08½		7.19	8.00			34		
35	¾-inch.....do..	75	.07½		6.69	7.50			35		
36	¾-inch.....do..	50	.07½		6.69	7.50			36		
37	1-inch.....do..	250	.07½		6.69	7.50			37		
38	1½-inch.....do..	100	.07½		6.69	7.50			38		
39	2-inch.....do..	200	.07½		6.69	7.50			39		
	Steel, plow:										
40	¾ by 3 inches.....do..	250	.0295		2.63	2.48			40		
41	¾ by 4 inches.....do..	100	.0295		2.63	2.48			41		
42	¾ by 5 inches.....do..	100	.0295		2.63	2.48			42		
43	¾ by 6 inches.....do..	350	.0295		2.63	2.48			43		

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	
			San Francisco.			Chi- cago.	San Fran- cisco.	San Fran- cisco.				
1	Steel spring:										1	
2	½ by 1 inch.....lbs..	30	.034	3.38	3.00						2	
3	½ by 1½ inches.....do.	50	.034	3.38	3.00						3	
4	½ by 1½ inches.....do.	155	.034	3.38	3.00						4	
5	½ by 1½ inches.....do.	75	.034	3.38	3.00						5	
6	½ by 2 inches.....do.	100	.034	3.38	3.00						6	
6	Steel, butcher's:											
7	12-inch stag-handle.....No.	7	.60	.64		.66					6	
7	Stocks and dies, blacksmith's:											
8	To cut 1 inch to ½ inch, L. H.,											
8	and 1 inch to ½ inch, R. H.,	2	4.50			3.33					7	
9	6 taps and 3 dies each.....No.											
9	To cut ½ inch to ⅝ inch, L. H.,											
10	and ½ inch to ⅝ inch R. H.,	4	2.25			1.66					8	
10	6 taps and 3 dies each.....No.											
10	Swage block, blacksmith's, per											
11	lb.....No.	1	.04½	.03½	.03½						9	
11	Tacks, iron wire, brass head, up-											
12	holsterer's, size No. 43, per											
12	M.....M.	32	.21	.33	.34			.27			10	
13	Tacks, cut, full half weight, per											
13	dozen papers:											
14	4-ounce.....doz. papers..	46	.10½	.09½	.11½			.40			11	
15	6-ounce.....do.	69	.12½	.12	.137			.50			12	
16	8-ounce.....do.	42	.154	.15	.167			.55			13	
17	10-ounce.....do.	21	.18	.17½	.19			.70			14	
18	12-ounce.....do.	15	.21	.20½	.288			.75			15	
16	Tape measure, 75-foot, leather											
17	case.....No.	27	.95	.49	.49						16	
17	Tire shrinkers.....do.	7	6.65		6.75						17	
18					14.00						18	
19	Toe calks, steel:											
20	No. 1.....lbs.	50	.048	.0494	.047	.0385					19	
21	No. 2.....do.	125	.048	.0494	.047	.0385					20	
21	No. 3.....do.	225	.048	.0494	.047	.0385					21	
22	Trowels:											
23	Brick, 10½-inch.....No.	38	.39	.38	.39						22	
24	Plastering, 10½-inch.....do.	18	.33	.32	.31	.25½					23	
24	Tuyeres (tweer), iron, duck's-											
25	nest pattern, single, No. 2,											
26	heavy.....No.	11	.50	.58	.56	.25					24	
25	Vises, blacksmith's, solid box,											
26	per pound:											
26	6-inch jaw.....No.	2	8.30	8.13	7.84	6.45	8.05				25	
27	4½-inch jaw.....do.	2	4.30	4.13	4.09	3.38	4.18				26	
27	Vises:											
28	Carpenter's, oval slide, 4-											
28	inch jaw.....No.	7	2.24	2.32	2.18	1.90	2.33				27	
29	Gunsmith's, parallel filers, 4-											
30	inch jaw.....No.	1	7.50	9.00		1.90	2.33				28	
29	Washers, iron, for—											
30	½-inch bolt.....lbs.	134	.06½	.0723	.074	.057	.07				29	
31	¾-inch bolt.....do.	174	.05½	.0608	.06½	.049	.061				30	
31	1-inch bolt.....do.	135	.04½	.0503	.054	.04	.05½				31	
32	1½-inch bolt.....do.	207	.03½	.0374	.03½	.02½	.03½				32	
33	2-inch bolt.....do.	262	.02½	.0332	.034	.02½	.03½				33	
34	1-inch bolt.....do.	130	.02½	.0332	.034	.02½	.03½				34	
35	Wedges, wood chopper's, solid											
36	steel, per pound:											
36	5-pound.....No.	18	.037	.04½	.03½	.0245	.036				35	
37	6-pound.....do.	78	.037	.04½	.03½	.0245	.036				36	
37	Well wheels, 10-inch.....do.	24	.22	.22	.22					.25	37	
38	Wire, annealed:											
39	No. 16 gauge.....lbs.	*40				.027	.033				38	
40	No. 20 gauge.....do.	*25				.0355	.0465				39	
40	No. 24 gauge.....do.	*35				.042	.053				40	

\* No award.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	Wakefield Baker.	John F. Merrill.	Joseph Sloss.	Andrew Carrigan.	Harry B. Lyford.	Harry Unna.	Number.	
			Points of delivery.							
			San Fran- cisco.	San Fran- cisco.	Chicago.	Pittsburg.	San Fran- cisco.	Chi- cago.		San Fran- cisco.
1	Wire, bright, iron:								1	
2	No. 3 gauge.....lbs..	*105					.022	.033	2	
3	No. 6 gauge.....do...	*50					.0215	.031½	3	
4	No. 7 gauge.....do...	*50					.0215	.031½	4	
5	No. 8 gauge.....do...	*40					.0215	.031½	5	
6	No. 9 gauge.....do...	*35					.0215	.031½	6	
7	No. 10 gauge.....do...	*20					.0235	.031½	7	
8	No. 11 gauge.....do...	*10					.0235	.031½	8	
9	No. 12 gauge.....do...	*35					.0245	.031½	9	
10	No. 14 gauge.....do...	*110					.0265	.031½	10	
11	No. 16 gauge.....do...	*30					.0285	.04	11	
12	No. 18 gauge.....do...	*55					.0305	.04½	12	
13	Wire cloth, for screens, painted (in widths as may be required) .sq. ft..	25,624	.0134	a 1.22		a1.39 a1.29	.01125		13	
14	Wire, two point, barbed, galvanized, main wires not larger than 12 gauge; barbs not larger than 13½ gauge, samples in 1-rod lengths required:									
15	For hog fence, space be- tween barbs not to exceed 3 inches .lbs..	14,800	b3.10 c3.20 d3.85 e3.75	3.07	2.65 2.50	f3.20	.0262	.0315	14	
16									15	
17									16	
18									17	
19	For cattle fence, space between barbs not to exceed 5 inches .lbs..	63,400	f3.10 g3.20 h3.85 i3.75	3.07	2.65 2.50	f3.20	.0262	.0315	18	
20									19	
21									20	
22	Wire-fence staples, 14-inch, steel, galvanized.....lbs..	6,050	.0315	3.07	2.65 2.50	3.20	.0248	.027	22	
23	Wire-fence stretchers .No..	52	.43	.45		.43	.36		23	
24	Wrenches, screw, black:									
25	8-inch.....No..	32	.161	.42	.15		.16		24	
26	10-inch.....do...	24	.20	.50	.18		.19		25	
27	12-inch.....do...	38	.23½	.58	.21		.22		26	
27	15-inch.....do...	31	.40	1.00	.37		.38		27	
Additional articles.										
28	Wire, fence, smooth, gal- vanized, No. 8.....lbs..	20,000	.02845	2.67	2.25 2.10	2.89	.0217	.0327	28	
29	Knives, table, cocoa- handle, with bolster .No..	324	.05	.05½		.059	.05½	.06½	29	

\*No award.

a Per 100 square feet.

b 18 ounces per rod.  
c 15 ounces per rod.  
d 11 ounces per rod.  
e 200 pounds per mile.  
f 17 ounces per rod.  
g 14 ounces per rod.  
h 8 ounces per rod.  
i 185 pounds per mile.  
j Per 100 pounds.

If Chicago delivery is accepted, 65 cents per 100 pounds less.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.
			Wakefield Baker.	John F. Merrill.	Alonzo A. Watkins.	Joseph Sloss.	Andrew Carrigan.	Dalziel Moller & Co.	Harry B. Lyford.	James A. Haskett.	
			San Francisco.							Chicago. San Francisco. San Francisco.	
	Iron, Juniata, sheet, per 100 pounds:										
1	No. 24, galvanized, 30 by 96.....lbs.	1,000		.03½	.038	3.58			2.89	4.14	1
2	No. 22, galvanized, 30 by 96.....lbs.	500		.03½	.038	3.58			2.89	4.14	2
3	Iron, flat-bar, per 100 pounds:	3,000	2.24			1.73	1.98				3
4	½ by 4 inches.....lbs.										
	½ by 1½ inches, in 12 and 14 foot lengths (one-half of each).....lbs.	400	2.24			1.73					4
	Plumber's, steam and gas fitter's tools, fittings, and supplies.										
5	Blast furnaces, combination, hot blast, complete with fire pots.....No.	6		4.00		4.50	3.25				5
6	Cement, gas fitter's, in 5-pound packages.....lbs.	30		.09½				.10			6
7	Cutters, pipe, 3-wheel:										
8	To cut ½ to 1 inch.....No.	3	.98½	.94		.93	.87	1.10			7
9	To cut ½ to 2 inches.....do.	4	1.19	1.25		1.20	1.15	1.50			8
10				1.35							9
11	Ladles, melting:										
12	4-inch.....do.	4	.10			.09	.12	.20			11
	8-inch.....do.	3				1.49	1.53	1.20			12
13	Pliers, gas:										
14	6-inch.....do.	11	.15	.20½		.15	.15	.30	.13½		13
15	12-inch.....do.	12	.32	.35		.32	.31½	.50	.27		14
	Ratchets, sleeve, handle 10 inches long.....No.	2	3.70			3.74	3.73			4.90	15
	Reamers, pipe:										
16	½-inch.....do.	5				.29	.40			.35	16
17	¾-inch.....do.	2				.39	.55			.50	17
18	1-inch.....do.	3				.51	.65			.60	18
19	1½-inch.....do.	1				.61	.80			.75	19
20	2-inch.....do.	3				.75	.95			.90	20
21		1				1.09	1.30			1.25	21
	Stocks and dies (solid):										
22	½ to 1 inch.....do.	3	2.97	2.91		2.97	2.76	3.30		3.40	22
23	1½ to 2 inches.....do.	5	3.96	3.88		3.97	3.64	4.50		4.50	23
	Taps, pipe:										
24	½-inch.....do.	8	.29	.33		.29	.26½	.40		.35	24
25	¾-inch.....do.	7	.41	.37½		.33	.34	.55		.50	25
26	1-inch.....do.	8	.52	.47		.53	.43	.65		.60	26
27	1½-inch.....do.	7	.62	.56		.63	.52	.80		.75	27
28	2-inch.....do.	6	.77	.69		.78	.63	.95		.90	28
29		4	1.14	.94		1.05	.87	1.30		1.25	29
30	Vises, pipe, malleable iron, to hold ½ to 2 inch pipes.No.	3	1.40	1.65		.95	1.54	2.25		1.70	30
	Wrenches, pipe:										
31	10-inch.....do.	15	.78	.78		.78	.78	.80	.70	.85	31
32	18-inch.....do.	19	1.40	.90		.85				.85	32
33				1.45		1.45	1.40	1.45		1.60	33
34				1.60		1.55					34



*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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 D. Morton.	Wakefield Baker.	John F. Merrill.	Joseph Sloss.	Andrew Carrigan.	Dalziel Moller & Co.	James A. Haskett.	
1	Bibbs, lever handle, plain finished, for iron pipe:									1
2	$\frac{1}{2}$ -inch ..... No..	100	.35	.45	.50	.41	.44	.45		2
3	$\frac{3}{4}$ -inch ..... do..	99	.60	.72	.82	.68	.74	.75		3
4	1-inch ..... do..	21	.80	1.08	1.18	.98	1.05	1.05		4
5							.92			5
6										6
7	Bibbs, compression, plain finished, for iron pipe:									7
8	$\frac{1}{2}$ -inch ..... No..	132	.25	.32	.33	.27	.29 $\frac{1}{2}$	.34		8
9	$\frac{3}{4}$ -inch ..... do..	130	.35	.50	.52	.41	.39 $\frac{1}{2}$	.55		9
10	1-inch ..... do..	30	.75	1.00	1.00	.87	.93	1.04		10
11							.83			11
12										12
13	Bibbs, compression plain finished, for lead pipe, $\frac{1}{2}$ -inch ..... No..	6	.35		.43					13
14	Boiler elbows, with unions, malleable iron, bent, male:									14
15	$\frac{1}{2}$ -inch ..... No..	18			.26					15
16	$\frac{3}{4}$ -inch ..... do..	24			.34					16
17	1-inch ..... do..	29			.40			.19		17
18	Boiler couplings, with unions, malleable iron, straight, male:									18
19	$\frac{1}{2}$ -inch ..... No..	22			.18					19
20	$\frac{3}{4}$ -inch ..... do..	32			.18					20
21	1-inch ..... do..	38			.18			.19		21
22	Bushings, malleable iron:									22
23	$\frac{1}{2}$ by $\frac{1}{2}$ inch ..... do..	256		.016	.01 $\frac{1}{2}$	.012		.01 $\frac{1}{2}$	01.80	23
24	$\frac{3}{4}$ by 1 inch ..... do..	280		.019	.018	.013		.01 $\frac{1}{2}$	02.30	24
25	1 by 1 $\frac{1}{2}$ inch ..... do..	184		.023	.02 $\frac{1}{2}$	.017		.021	02.75	25
26	1 $\frac{1}{2}$ by 1 $\frac{1}{2}$ inch ..... do..	138		.029	.027	.022		.027	03.35	26
27	1 $\frac{1}{2}$ by 2 inch ..... do..	134		.046	.042	.035		.042	05.50	27
28	Caps, malleable iron, black:									28
29	$\frac{1}{2}$ -inch ..... do..	67		.01 $\frac{1}{2}$	.016			.017	01.75	29
30	$\frac{3}{4}$ -inch ..... do..	63		.026	.027	.027		.0285	02.70	30
31	1-inch ..... do..	83		.031	.032	.032		.034	03.95	31
32	1 $\frac{1}{2}$ -inch ..... do..	46		.04 $\frac{1}{2}$	.048	.048		.0515	05.25	32
33	2-inch ..... do..	44		.058	.058	.059		.063	07.25	33
34	2-inch ..... do..	26		.084	.085	.085		.0915	09.25	34
35	Caps, malleable iron, galvanized:									35
36	$\frac{1}{2}$ -inch ..... do..	24		.024	.024	.024		.02 $\frac{1}{2}$		36
37	$\frac{3}{4}$ -inch ..... do..	30		.037	.037	.036		.04		37
38	1-inch ..... do..	18		.044	.048	.047		.0515		38
39	1 $\frac{1}{2}$ -inch ..... do..	17		.066	.067	.066		.0715		39
40	2-inch ..... do..	17		.09 $\frac{1}{2}$	.093	.092		.10		40
41	2-inch ..... do..	17		.13 $\frac{1}{2}$	.138	.137		.148		41
42	Couplings, wrought iron:									42
43	$\frac{1}{2}$ -inch ..... do..	169		.027	.026	.019		.0221	02.00	43
44	$\frac{3}{4}$ -inch ..... do..	106		.036	.038	.028		.0315	02.86	44
45	1-inch ..... do..	232		.047	.049	.036		.0410	03.70	45
46	1 $\frac{1}{2}$ -inch ..... do..	74		.066	.064	.047		.0536	04.85	46
47	2-inch ..... do..	60		.07 $\frac{1}{2}$	.079	.059		.069	06.00	47
48	2-inch ..... do..	72		.114	.10 $\frac{1}{2}$	.079		.0802	07.95	48

<sup>a</sup> Per 100 pounds.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	John F. Merrill.	Joseph Sloss.	Dalziel Moller & Co.	James A. Haskett.	
	Couplings, wrought iron, galvanized:							
1	1-inch.....No.....	83	.036	.038	<b>.028</b>	.0315	.....	1
2	1-inch.....do.....	81	.051	.049	<b>.036</b>	.0410	.....	2
3	1-inch.....do.....	86	.072	.068	<b>.05</b>	.0567	.....	3
4	1½-inch.....do.....	41	.104	.094	<b>.07</b>	.0787	.....	4
5	1½-inch.....do.....	17	.128	.12	<b>.09</b>	.1008	.....	5
6	2-inch.....do.....	29	.16	.15	<b>.112</b>	.126	.....	6
	Couplings, right and left, malleable iron, black:							
7	1-inch.....No.....	27	.036	.032	<b>.032</b>	.0342	.....	7
8	1-inch.....do.....	15	.05	.044	<b>.045</b>	.0485	.....	8
9	1-inch.....do.....	21	.07	<b>.064</b>	.064	.0685	.....	9
10	1½-inch.....do.....	17	.104	<b>.093</b>	.10	.10	.....	10
11	1½-inch.....do.....	14	.126	<b>.11</b>	.116	.1235	.....	11
12	2-inch.....do.....	14	.16	.15	<b>.15</b>	.1568	.....	12
	Couplings, right and left, malleable iron, galvanized:							
13	1-inch.....No.....	6	.054	<b>.048</b>	.049	.0486	.....	13
14	1-inch.....do.....	6	.07	<b>.064</b>	.064	.0684	.....	14
15	1-inch.....do.....	6	.104	<b>.093</b>	.10	.10	.....	15
16	1½-inch.....do.....	6	.147	<b>.13</b>	.135	.144	.....	16
17	1½-inch.....do.....	6	.176	<b>.16</b>	.162	.181	.....	17
18	2-inch.....do.....	6	.244	<b>.22</b>	.224	.2241	.....	18
	Crosses, malleable iron, black:							
19	1-inch.....do.....	18	.039	.04	<b>.039</b>	.044	a5.40	19
20	1-inch.....do.....	26	.058	.058	<b>.058</b>	.0594	a6.00	20
21	1-inch.....do.....	33	.091	.093	<b>.092</b>	.10	a8.70	21
22	1½-inch.....do.....	12	.119	.12	<b>.117</b>	.1283	a12.00	22
23	1½-inch.....do.....	12	.158	.16	<b>.156</b>	.1810	a13.00	23
24	2-inch.....do.....	30	.238	.24	<b>.234</b>	.2565	a20.00	24
	Crosses, malleable iron, galvanized:							
25	1-inch.....do.....	6	.054	.053	<b>.052</b>	.0570	.....	25
26	1-inch.....do.....	24	.087	<b>.087</b>	.085	.0941	.....	26
27	1-inch.....do.....	6	.119	.12	<b>.117</b>	.1283	.....	27
28	1½-inch.....do.....	6	.158	.16	<b>.156</b>	.1810	.....	28
29	1½-inch.....do.....	6	.21	.21	<b>.208</b>	.2280	.....	29
30	2-inch.....do.....	6	.37	.36	<b>.35</b>	.3845	.....	30
	Elbows, malleable iron, black:							
31	1-inch.....do.....	139	<b>.023</b>	.024	.023	.0257	a2.70	31
32	1-inch.....do.....	147	<b>.029</b>	.029	.029	.0314	a3.45	32
33	1-inch.....do.....	211	.044	.048	<b>.047</b>	.0513	a5.90	33
34	1½-inch.....do.....	100	.066	.066	<b>.065</b>	.0713	a7.65	34
35	1½-inch.....do.....	79	.09	.09	<b>.089</b>	.0965	a10.00	35
36	2-inch.....do.....	102	.144	.15	<b>.144</b>	.1563	a18.00	36
	Elbows, malleable iron, galvanized:							
37	1-inch.....do.....	138	.029	.029	<b>.028</b>	.0314	.....	37
38	1-inch.....do.....	190	<b>.042</b>	.042	.042	.0456	.....	38
39	1-inch.....do.....	136	<b>.066</b>	.069	.068	.0741	.....	39
40	1½-inch.....do.....	136	.10	.101	<b>.099</b>	.1083	.....	40
41	1½-inch.....do.....	117	.132	.13	<b>.13</b>	.144	.....	41
42	2-inch.....do.....	100	.21	.21	<b>.208</b>	.228	.....	42
	Elbows, R. & L., malleable iron, black:							
43	1-inch.....do.....	38	.064	<b>.034</b>	.....	.0371	.....	43
44	1-inch.....do.....	44	.08	<b>.042</b>	.....	.0456	.....	44
45	1-inch.....do.....	41	.14	<b>.074</b>	.....	.0798	.....	45
46	1½-inch.....do.....	6	.17	<b>.093</b>	.....	.10	.....	46
47	1½-inch.....do.....	23	.23	<b>.12</b>	.....	.134	.....	47
48	2-inch.....do.....	11	.37	<b>.20</b>	.....	.2133	.....	48

a Per 100.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.	John F. Merrill.	Joseph Sloss.	Andrew Carrigan.	Dalziel, Moller & Co.	James A. Haskett.	
	Elbows, R. & L., malleable iron, galvanized:								
1	1-inch.....No..	6	.10						1
2	1-inch.....do..	6	.14						2
3	1-inch.....do..	6	.24						3
4	1-inch.....do..	6	.30						4
5	1-inch.....do..	6	.36						5
6	2-inch.....do..	6	.48						6
	Elbows, malleable iron, black, side outlet:								
7	1-inch.....No..	12	.042	.032			.0342		7
8	1-inch.....do..	18	.05	.048			.0513		8
9	1-inch.....do..	12	.07	.079			.0855		9
10	1-inch.....do..	6	.10	.12			.1283		10
11	1-inch.....do..	6	.15	.16			.1810		11
12	2-inch.....do..	12	.20	.26			.28½		12
	Elbows, malleable iron, galvanized, side outlet.....No..								
13	1-inch.....do..	6	.06	.042			.0456		13
14	1-inch.....do..	18	.08	.066			.0718		14
15	1-inch.....do..	6	.12	.101			.1083		15
16	1-inch.....do..	6	.15	.16			.1810		16
17	1-inch.....do..	6	.21	.24			.2565		17
18	2-inch.....do..	6	.28	.40			.4275		18
	Gas-service cocks, brass, female:								
19	1-inch.....No..	24	.35	.28	.26	.27½	.3273	.30	19
20	1-inch.....do..	18	.40	.36	.34	.36½	.42½	.40	20
21	1-inch.....do..	3	.60	.54	.52	.55	.64½	.60	21
	Nipples, shoulder, wrought iron, black:								
22	1-inch.....No..	117	.013	.016	.012		.0135	b 2.10	22
23	1-inch.....do..	148	.01½	.021	.014		.0171	b 2.45	23
24	1-inch.....do..	177	.021	.029	.019		.0228	b 3.70	24
25	1½-inch.....do..	48	.029	.039	.025		.0314	b 4.85	25
26	1½-inch.....do..	6	.034	.046	.03		.0371	b 5.40	26
27	2-inch.....do..	45	.04½	.062	.04		.0513	b 7.30	27
	Nipples, shoulder, wrought iron, galvanized:								
28	1-inch.....No..	158	.01½	.025	.014		.0171		28
29	1-inch.....do..	180	.021	.032	.019		.0228		29
30	1-inch.....do..	144	.029	.044	.025		.0315		30
31	1½-inch.....do..	90	.04½	.066	.039		.0485		31
32	1½-inch.....do..	82	.05½	.08	.048		.06		32
33	2-inch.....do..	75	.07	.108	.062		.06½		33
	Pipe, wrought iron, black:								
34	1-inch.....feet..	1,725	.032	.0295	a 2.74	a 2.91		a 2.95	34
35	1-inch.....do..	1,990	.037	.03½	a 3.28	a 3.37		a 3.35	35
36	1-inch.....do..	2,540	.053	.05	a 4.78	a 4.83		a 4.75	36
37	1½-inch.....do..	165	.072	.069	a 6.53	a 6.58		a 6.50	37
38	1½-inch.....do..	215	.08½	.082	a 7.84	a 7.90		a 7.80	38
39	2-inch.....do..	555	.11½	.1194	a 10.38	a 10.53		a 10.40	39
	Pipe, wrought iron, galvanized:								
40	1-inch.....feet..	1,100	.041	.0383	a 3.57	a 3.74		a 3.65	40
41	1-inch.....do..	2,100	.049	.0455	a 4.39	a 4.45		a 4.45	41
42	1-inch.....do..	6,700	.07	.06½	a 6.31	a 6.44		a 6.34	42
43	1½-inch.....do..	1,050	.097	.0918	a 8.64	a 8.78		a 8.64	43
44	1½-inch.....do..	1,200	.11½	.11	a 10.34	a 10.53		a 10.35	44
45	2-inch.....do..	1,550	.153	.147	a 13.93	a 14.04		a 13.80	45

a Per 100 feet.

b Per 100.

*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 20, 1904, 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.
			San Francisco.					Chi- cago.	San Fran- cisco.		
	Pipe, lead, per pound:										
1	$\frac{1}{4}$ -inch.....feet..	75		.06			.06 $\frac{1}{4}$	.053			1
2	1-inch.....do.	225		.06			.06 $\frac{1}{4}$	.053			2
3	$\frac{1}{2}$ -inch.....do.	165		.06			.06 $\frac{1}{4}$	.053			3
4	$\frac{3}{4}$ -inch.....do.	55		.06			.06 $\frac{1}{4}$	.053			4
5	2-inch.....do.	70		.06			.06 $\frac{1}{4}$	.053			5
	Plugs, cast iron, black:										
6	$\frac{1}{4}$ -inch.....No..	114	.007	.00 $\frac{1}{2}$	.00 $\frac{1}{2}$		.006		a .50		6
7	$\frac{1}{2}$ -inch.....do.	120	.01	.008	.00 $\frac{1}{2}$		.009		a .80		7
8	1-inch.....do.	156	.013	.01	.01	.0120			a 1.20		8
9	$\frac{1}{2}$ -inch.....do.	32	.017	.014	.013	.0150			a 1.40		9
10	$\frac{3}{4}$ -inch.....do.	70	.024	.019	.018	.0210			a 2.00		10
11	2-inch.....do.	98	.034	.027	.025	.03			a 2.70		11
	Plugs, cast iron, galvanized:										
12	$\frac{1}{4}$ -inch.....No..	65	.013	.01	.01	.0120					12
13	$\frac{1}{2}$ -inch.....do.	79	.02	.016	.015	.0180					13
14	1-inch.....do.	55	.027	.022	.02	.0240					14
15	$\frac{1}{2}$ -inch.....do.	31	.034	.027	.025	.03					15
16	$\frac{3}{4}$ -inch.....do.	25	.048	.037	.035	.0420					16
17	2-inch.....do.	25	.068	.054	.05	.06					17
	Reducers, malleable iron, black:										
18	$\frac{1}{4}$ by $\frac{1}{2}$ inch.....No..	71	.031	.032	.031	.02			a 1.10		18
19	$\frac{1}{2}$ by 1 inch.....do.	90	.037	.037	.036	.0342			a 4.95		19
20	1 by $\frac{1}{2}$ inch.....do.	84	.044	.047	.045	.0513			a 5.20		20
21	$\frac{1}{2}$ by $\frac{1}{2}$ inch.....do.	65	.079	.079	.078	.0855			a 8.00		21
22	$\frac{1}{4}$ by 2 inch.....do.	51	.10 $\frac{1}{2}$	.106	.104	.1140			a 11.60		22
	Reducers, malleable iron, galvanized:										
23	$\frac{1}{4}$ by $\frac{1}{2}$ inch.....No..	86	.04 $\frac{1}{2}$	.04 $\frac{1}{2}$	.044	.0485					23
24	$\frac{1}{2}$ by 1 inch.....do.	100	.066	.066	.065	.0718					24
25	1 by $\frac{1}{2}$ inch.....do.	94	.079	.079	.078	.0855					25
26	$\frac{1}{2}$ by $\frac{1}{2}$ inch.....do.	58	.119	.12	.117	.1283					26
27	$\frac{1}{4}$ by 2 inch.....do.	53	.171	.17	.169	.1853					27
	Stopcocks, brass, steam:										
28	$\frac{1}{4}$ -inch.....No..	22	.27	.54	.26	.27 $\frac{1}{2}$	.49		.75	.55	28
29	$\frac{1}{2}$ -inch.....do.	15	.37	.75	.34	.36 $\frac{1}{2}$	.80		1.00	.75	29
30	1-inch.....do.	1	.55	1.18	.52	.55			1.70	1.20	30
31	$\frac{1}{2}$ -inch.....do.	7	.77	1.55	.89	.77			2.10	1.55	31
32	2-inch.....do.	7	1.24	2.34	1.18	1.24			3.40	2.35	32
33	Straps, tinned, for $\frac{1}{4}$ , $\frac{1}{2}$ , 1, $\frac{3}{4}$ , and 2 inch pipe.....doz..	33		.09	.08	b .11					33
	Tees, malleable iron, black:										
34	$\frac{1}{4}$ -inch.....No..	58	.029	.029	.028	.0297			a 3.55		34
35	$\frac{1}{2}$ -inch.....do.	66	.037	.037	.036	.04			a 6.40		35
36	1-inch.....do.	78	.05 $\frac{1}{2}$	.05 $\frac{1}{2}$	.054	.06			a 7.60		36
37	$\frac{1}{2}$ -inch.....do.	38	.079	.079	.078	.0855			a 8.85		37
38	$\frac{3}{4}$ -inch.....do.	23	.10	.10	.098	.1083			a 12.50		38
39	2-inch.....do.	41	.158	.16	.156	.1710			a 19.50		39
	Tees, malleable iron, galvanized:										
40	$\frac{1}{4}$ -inch.....No..	88	.037	.037	.036	.04					40
41	$\frac{1}{2}$ -inch.....do.	130	.05 $\frac{1}{2}$	.05 $\frac{1}{2}$	.054	.06					41
42	1-inch.....do.	120	.079	.079	.078	.0855					42
43	$\frac{1}{2}$ -inch.....do.	58	.119	.12	.117	.1283					43
44	$\frac{3}{4}$ -inch.....do.	68	.158	.16	.156	.1710					44
45	2-inch.....do.	53	.238	.24	.233	.2565					45

a Per 100.

b Per pound.

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.
	<b>Tees, four-way, malleable iron, black:</b>	
1	1-inch.....No..	<b>6</b>
2	1-inch.....do..	<b>6</b>
3	1-inch.....do..	<b>6</b>
4	1½-inch.....do..	<b>6</b>
5	1½-inch.....do..	<b>6</b>
6	2-inch.....do..	<b>6</b>
	<b>Tees, four-way, malleable iron, galvanized:</b>	
7	1-inch.....do..	<b>18</b>
8	1-inch.....do..	<b>28</b>
9	1-inch.....do..	<b>6</b>
10	1½-inch.....do..	<b>6</b>
11	1½-inch.....do..	<b>6</b>
12	2-inch.....do..	<b>6</b>
	<b>Valves, gate, high-pressure:</b>	
13	1-inch.....do..	<b>82</b>
14	1-inch.....do..	<b>124</b>
15	1-inch.....do..	<b>74</b>
16	1-inch.....do..	<b>23</b>
17	1½-inch.....do..	<b>21</b>
18	1½-inch.....do..	<b>28</b>
19	2-inch.....do..	<b>83</b>
20	1-inch.....do..	<b>104</b>
21	1-inch.....do..	<b>81</b>
22	1½-inch.....do..	<b>31</b>
23	1½-inch.....do..	<b>37</b>
24	2-inch.....do..	<b>30</b>
25	<b>Valves, globe, high-pressure:</b>	
26	1-inch.....do..	<b>83</b>
27	1-inch.....do..	<b>104</b>
28	1-inch.....do..	<b>81</b>
29	1½-inch.....do..	<b>31</b>
30	1½-inch.....do..	<b>37</b>
31	2-inch.....do..	<b>30</b>

under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.  
at which contracts have been awarded.]

## HARDWARE—Continued.

Henry D. Morton.	Wakefield Baker.	John F. Merrill.	Joseph Sloss.	Andrew Carrigan.	Dalziel, Moller & Co.	James A. Haskett.	Number
Delivered in San Francisco, Cal.							
		<b>.037</b>			.04		1
		<b>.053</b>			.0570		2
		<b>.087</b>			.0945		
		<b>.13</b>			.1425		
		<b>.19</b>			.20		
		<b>.33</b>			.3563		6
		<b>.047</b>			.0513		7
		<b>.066</b>			.0713		8
		<b>.106</b>			.1140		9
		<b>.17</b>			.1853		10
		<b>.24</b>			.2565		11
		<b>.46</b>			.4988		12
.35	.35	.78	.36	<b>.30</b>	.37	.35	13
		.34					14
.50	.47	1.01	.48	<b>.40</b>	.50	.50	15
		.46					16
.70	.66	1.33	.69	<b>.58</b>	.71½	.70	17
		.66					18
1.00	.95	1.90	.98	<b>.70</b>	1.00	.90	19
		.92					20
1.40	1.36	2.44	1.46	<b>1.15</b>	1.42½	1.35	21
		1.32					22
2.12	2.03	3.50	2.18	<b>1.73</b>	2.13½	2.00	23
		1.98					24
.30	.26	<b>.24</b>	.25	.26½	.28½	.65	25
				.24			26
.39	.33	.31	.31	.33½	.64½	.90	27
				<b>.30</b>			28
.56	.47	.44	.45	.48	.513	1.15	29
				<b>.43</b>			30
.79	.66	.61	.65	.68	.718	1.60	31
				<b>.60</b>			32
1.10	.92	.85	.92	.94½	1.00	2.20	33
				<b>.84</b>			34
1.50	1.40	1.29	1.38	1.43	1.51	3.50	35
				<b>1.27</b>			36

*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.	Points of delivery.		
			Henry D. Morton.	John F. Merrill.	Ellis H. Parrish.
			San Francisco.		
	<i>Hose goods.</i>				
	Couplings, hose:				
1	¾-inch.....No..	72	a.60	.07	.07½
2	1¼-inch.....do..	18	a2.85	.27	.30
3	1½-inch.....do..	14	a4.00	.39	.40
4	2-inch.....do..	8	a6.80	.67	.70
5	2½-inch.....do..	9	a13.65	1.33	1.35
	Hose clamps, for—				
6	¾-inch hose.....doz..	12	.95	.50	.49
7	1¼-inch hose.....do..	4	1.26	.83	.90
8	1½-inch hose.....do..	2	1.58	1.00	1.10
9	2-inch hose.....do..	1	2.06½	1.33	1.40
10	2½-inch hose.....do..	1½	2.84	2.33	2.50
	Hose strap fasteners:				
11	½ to 1 inch.....No..	2			
12	1¼ to 2½ inches.....do..	2			
13	Hose, rubber, garden, ¾-inch, in lengths of 50 feet, with necessary couplings.....feet..	5,000			.08 .06
14					
15					
16					
17					
18					
	Hose, cotton, rubber-lined, in lengths of 50 feet, with necessary couplings:				
19	1½-inch.....feet..	350			.22½ .18
20					
21					
22	1½-inch.....do..	400			.25 .20
23					
24					
25	2-inch.....do..	600			.30 .24
26					
27					
28	2½-inch.....do..	1,300			.59 .35 .28
29					
30					
	Nozzles, hose, screw:				
31	¾-inch.....No..	18	a2.52	.22	.25
32			a4.10		
33	1¼-inch.....do..	4	a6.30	.55	.64
34			a12.60		
35	1½-inch.....do..	4	a17.88	.73	.80
36			a17.33		
37	2-inch.....do..	4	a11.97	1.06	1.25
38			a25.20		
39	2½-inch.....do..	5	a23.63	2.08	2.50
40			a46.25		

**a Per dozen,**

*under advertisement of May 20, 1904, for furnishing supplies, etc.—Continued.*

at which contracts have been awarded.]

## HARDWARE—Continued.

Dales D. Tripp.	William A. Daggett.	Joseph Sloss.	Goodyear Rubber Co.	William M. Shear.	Dalziel, Moller, & Co.	Harry B. Lyford.	James A. Haskett.	Number.
Points of delivery.								
San Francisco.						Chicago.	San Francisco.	
.07½	.70	.054	.05½	.06	.07	.05½	a .85	1
.26	3.00	.24½	.224	.25	.....	.....	a2.75	2
.38	5.00	.36	.31	.35	.....	.....	a4.20	3
.65	7.50	.59	.537	.60	.....	.....	a7.20	4
1.32	12.00	1.25	1.078	1.20	.....	.....	a14.40	5
.22	.22	.18	.17	.22	.....	.20	.30	6
.80	.76	.75	.80	1.00	.....	.65	.75	7
.94	.92	.89	.95	1.20	.....	.....	.90	8
1.21	1.22	1.19	1.49	1.50	.....	1.05	1.20	9
2.16	2.14	2.29	2.30	2.10	.....	.....	2.10	10
.....	.....	.....	.50	.....	.....	.....	.....	11
.....	.....	.....	.50	.....	.....	.....	.....	12
.09	.0675	.....	.12	.08	.....	.....	.12	13
.10½	.0725	.....	.09½	.....	.....	.....	.....	14
.....	.085	.....	.06½	.....	.....	.....	.....	15
.....	.09	.....	.06½	.....	.....	.....	.....	16
.....	.115	.....	.05½	.....	.....	.....	.....	17
.....	.12	.....	.04½	.....	.....	.....	.....	18
.15	.16	.....	.22½	.18	.....	.....	.....	19
.17	.....	.....	.18	.....	.....	.....	.....	20
.....	.....	.....	.15	.....	.....	.....	.....	21
.16	.18	.....	.25	.20	.....	.....	.....	22
.19	.....	.....	.20	.....	.....	.....	.....	23
.....	.....	.....	.16½	.....	.....	.....	.....	24
.24	.21½	.....	.30	.24	.....	.....	.....	25
.26	.....	.....	.24	.....	.....	.....	.....	26
.....	.....	.....	.20	.....	.....	.....	.....	27
.55	.25	.....	.35	.50	.....	.....	.....	28
.60	.55	.....	.28	.58	.....	.....	.....	29
.....	.....	.....	.23	.....	.....	.....	.....	30
.30	2.40	.19	.145	.20	.....	.....	a3.00	31
.75	6.50	.53	.44	.50	.....	.....	a6.00	32
.95	8.10	.65	.56	.83	.....	.....	a7.50	33
1.45	12.30	1.02	.85	.95	.....	.....	a13.50	34
2.82	24.30	.....	1.68	1.85	.....	.....	a22.50	35

*Abstract of proposals received at Washington, D. C., May 19, 1904, under advertisement of April 21, 1904, for heifers for Blackfeet and Fort Peck agencies.*

[NOTE.—Figures in large type denote rates

Number.	Points of delivery.	Kind of cattle.	Quantity called for.	Quantity awarded.
1	Blackfeet Agency.....Mont.	Heifers .....	4,000	<b>3,000</b>
3	Fort Peck Agency.....do .....	do .....	300	<b>300</b>

<sup>a</sup> Two-year-olds, without calves, Montana bred and raised, can not be had in Montana with calves by side, as they are not bred to calve until 3 years old.

<sup>b</sup> Cows 3 to 5 years old, with calves by their sides, Montana bred and raised.

<sup>c</sup> Native Montana and Wyoming range cattle, as per specifications, will furnish 2,000 head, or any part over that of the 4,000. These heifers are out of my own herd of native Montana cattle and are high-grade Hereford and Shorthorn stock, practically all bred and raised on Crow Reservation, Mont.

<sup>d</sup> Native range cattle of Montana, Wyoming, Idaho, and Dakota, as per specifications. "All or none."

<sup>e</sup> Each heifer with calf; will deliver at Browning between June 25 and July 14, 1904. Well-bred American cattle, raised on Flathead Reservation from full-blood Durham and Hereford bulls and Montana range cows; 500 bid on and asks option to increase to 1,000.

<sup>f</sup> Two and three year old heifers, with their own calves by their sides, natives of Idaho and Oregon. Thoroughbred Hereford and Durham bulls used in these herds for ten or more years.

*tisement of April 21, 1904, for heifers for Blackfeet and Fort Peck agencies.*

at which contracts have been awarded.]

Arthur W. Keck.	Cornelius J. McNamara.	Frank Currie.	Stephen Carver.	Chas. J. Hysham.	Edwin H. Benton.	George H. Beckwith.	Jas. A. Claxton.	Chas. B. Powers.	Henry G. Rand.	Number.
.....	<sup>a</sup> 27.00 <sup>b</sup> 35.00 <sup>i</sup> 21.00	.....	.....	<sup>c</sup> 36.20	<sup>d</sup> 35.70	<sup>e</sup> 35.00	.....	.....	<sup>f</sup> 34.93 <sup>g</sup> <b>32.93</b> <sup>n</sup> 22.93	1
<sup>h</sup> 24.85	<sup>i</sup> 21.00	<sup>j</sup> 17.66	<sup>k</sup> 16.75	.....	.....	.....	<sup>l</sup> 17.50	<sup>m</sup> <b>15.74</b>	.....	3

<sup>o</sup> Heifers 2 and 3 years old, with calves by their sides, native range cattle, born and bred in Idaho Oregon, northern Utah, or Montana; no trace of Jersey, Holstein, Mexican, or Texas blood, and none born south of north line of Kansas.

<sup>h</sup> Yearlings, natives of Missouri, with and without horns, mixed grades, Shorthorns, and grade Herefords.

<sup>i</sup> Yearling heifers, Montana raised and bred; one-half blood Hereford.

<sup>j</sup> All bred and born in Iowa, 1-year-old heifers.

<sup>k</sup> All to be high-grade Shorthorn and Herefords, good size, full age on June 1, good color and healthy condition; no check.

<sup>l</sup> Half-blood Durhams and Herefords, raised in northeastern Iowa.

<sup>m</sup> Good western yearlings, fed on alfalfa all winter; Shorthorn and Hereford grades.

<sup>n</sup> These heifers are more than half-blood Hereford and Durham and are out of a herd where none but Hereford and Durham bulls have been used for ten years. They are uniform in size, full age solid colors, well grown. Born and raised in Idaho.

## 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.	Paul A. Brizard.	Harry McComb.
1	For Phoenix School, Ariz.:					
2	At school.....	Soft.....	Tons. 1,200	Tons. <b>1,200</b>	<b>a 6.50</b>	
3	For Truxton Canyon School, Ariz.:	Blacksmith...	10	<b>10</b>	<b>28.00</b>	
4	At Hackberry, Ariz. (f. o. b. cars).....	Soft.....	30	<b>30</b>		<b>b10.00</b>
5	For Riverside and Perris schools, Cal.:					
6	At Arlington, Cal. (f. o. b. cars).....	Hard.....	400			
7	At Riverside School.....	Hard.....	400	<b>400</b>		
8	At Perris School.....	Hard.....	75	<b>75</b>		
9	For Fort Lewis School, Colo.:					
10	At school.....	Soft.....	1,000	<b>1,000</b>		
11	For Grand Junction School, Colo.:	Blacksmith...	2	<b>2</b>		
12	At school.....	Soft.....	300	<b>300</b>	{	{
13	At pumping station, Grand River.....	Soft.....	300			
14	At Grand Junction, Colo. (f. o. b. cars) ..	Soft.....	300			
15	For Fort Hall Agency and School, Idaho:	Hard.....	(h)			
16	At agency.....	Soft.....	100	<b>100</b>		
17	At school.....	Soft.....	300	<b>300</b>		
18	At Ross Fork, Idaho (f. o. b. cars) .....	Soft.....	400			
19	For Sauk and Fox School, Iowa:	Blacksmith...	(k)			
20	At school.....	Soft.....	180	<b>180</b>		
21	At Toledo, Iowa (f. o. b. cars).....	Soft.....	30	<b>30</b>		
22	For Haskell Institute, Kans.:	Soft.....	180			
23	At school.....	Soft.....	30			
24	For Haskell Institute, Kans.:	Soft.....	3,200	<b>3,200</b>		
25	At school.....	Hard.....	30	<b>30</b>		
26	At Lawrence, Kans. (f. o. b. cars).....	Blacksmith...	20	<b>20</b>		
27	For Kickapoo School, Kans.:	Soft.....	3,200			
28	At school.....	Hard.....	30			
29		Blacksmith...	20			
30		Soft.....	200	<b>200</b>		
31		Hard.....	20	<b>20</b>		

a Soft, engine; loaded over  $\frac{1}{4}$ -inch screen to take out fine coal and dust and through 4-inch screen to take out big lumps.

b Gallup domestic lump; delivery to be in one shipment and subject to causes beyond control of bidder.

c Black Diamond.

d Black Diamond or Wellington.

e Black Diamond, from Gallup, N. Mex., mines; subject to strikes and causes beyond control.

f Lump coal.

g Somerset screened lump.

h 8 tons called for; none offered.

i Castle Gate screened lump.

j Clear Creek screened lump.

k 5 tons called for; none offered.

under advertisement of May 2, 1904, for furnishing coal for the Indian service.

at which contracts have been awarded.]

## COAL.

Albert N. Younglove.	A. J. Stalder.	Harry Bantz.	John Cunningham.	Thomas Mason.	William H. Myers.	Walter Stokes.	Manley E. Dudley.	William E. Thomas.	William W. Cleland.	Andrew J. Griffin.	Jacob E. Winterscheidt.	Number.
												1
												2
												3
c 9.40												4
e 9.90	d 9.90	e 9.60										5
	d 9.90	e 9.60										6
			f 4.00	<b>3.98</b>								7
				<b>10.00</b>								8
					g 2.80	3.25						9
					h 3.00							10
					2.30							11
												12
					i 5.75							13
					j 5.50							14
					i 5.75							15
					j 5.50							16
					k 5.00							17
					j 4.75							18
												19
								l 3.95				20
								m 6.75				21
								n 3.60				22
								m 6.40				23
									n 4.20			24
									o 4.10			25
									p 3.60			26
									q 10.10			27
										r 7.00		28
										s 7.25		29
										t 8.75		30
										u 9.00		31
												32
											v 5.00	33
											<b>13.00</b>	33

l Iowa soft nut.

m Hocking Valley.

n Southeastern Kansas well-screened lump from mines of Mount Carmel Coal Company, located at or near Pittsburg, Kans.

o Cherokee lump, screened.

p Home Riverside lump, cleaned and shaker screened.

q Pennsylvania anthracite from Lehigh Valley Coal Company.

r Dennig grate (Arkansas coal).

s Eureka grate (Arkansas coal).

t Sacked, genuine Big Vein Davis Piedmont from Ballington, W. Va.

u Keystone smithing.

v Iowa screened lump.



Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote rates

COAL—Continued.

Number.	Points of delivery.	Kind of coal.	Quantity offered.	Quantity awarded.
1	For Potawatomi School, Kans.:		<i>Tons.</i>	<i>Tons.</i>
2	At school.....	Soft.....	300	<b>300</b>
3				
4	At Hoyt, Kans.....	Soft.....	300	
5				
6	For Potawatomi Shops:			
7	At school.....	Hard.....	20	<b>20</b>
8	At Hoyt, Kans.....	Blacksmith.....	2	(*)
9		Hard.....	20	
		Blacksmith.....	2	(*)
10	For Mount Pleasant School, Mich.:			
11	At Mount Pleasant, Mich. (f. o. b. cars).....	Soft.....	1,200	<b>1,200</b>
12				
13		Hard.....	10	<b>10</b>
14		Blacksmith.....	1	<b>1</b>
15	For Bay Mills School..... Mich.	Hard.....	(p)	
16	For Leech Lake Agency and schools, Minn.:			
17	At agency.....	Hard.....	10	<b>10</b>
18		Soft.....	30	<b>30</b>
19				
20				
21		Blacksmith.....	6	<b>6</b>
22	At Leech Lake School.....	Hard.....	30	<b>30</b>
23		Soft.....	20	<b>20</b>
24				
25				
26				
27	At Bena, Minn.....	Hard.....	6	(*)
28	At Walker, Minn.....	Hard.....	40	
29		Soft.....	50	
30	For Red Lake Chippewa.....	Blacksmith.....	(y)	
31	For Morris School, Minn.:			
32	At school.....	Hard.....	200	<b>200</b>
33		Soft.....	75	<b>75</b>
34				
35				
36	At Morris, Minn.....	Hard.....	200	
37		Soft.....	75	

a Canyon City, Colo., lump.

b Leavenworth, Kans., lump, screened.

c Lexington, Mo., lump, screened.

d Iowa block.

e Colorado.

f Lehigh Valley, hard coal, stove size.

g Pennsylvania, hard.

h Smithing.

\* Not awarded.

i Pittsburg No. 8, ½-lump.

j Hocking, ½-lump.

k West Virginia, ½-lump.

l Steam lump.

m From Saginaw and St. Charles districts.

n Pocahontas smokeless.

o Cambridge, Ohio, screened lump.

p Ten tons stove and 5 tons egg wanted; none offered.

q Anthracite, stove size.

r To September 1, 1904, Hocking, bituminous.

s After September 1, 1904, Hocking, bituminous.

t To September 1, 1904, Youghiogheny.

u After September 1, 1904, Youghiogheny.

v Anthracite, nut size.

It is understood that such of the foregoing items as are for less amounts than a minimum carload shall be shipped with other items for the same agency so as to enable us to ship in carload lots.

advertisement of May 2, 1904, for furnishing coal for the Indian service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Albert Sarbach.	William E. Rippetoe.	W. J. Hamilton Coal Co.	J. H. Somers Coal Co.	Chatterton & Son.	Ohio and Michigan Coal Co.	James O. Kruhm.	Youghiogheny and Lehigh Coal Co.	J. Rumsey Reeve.	Number.
a 9.00	d 6.77								1
b 6.45	e 10.50								2
c 7.80									3
	d 5.00								4
	e 8.75								5
f 15.85	g 16.10								6
	h 15.50								7
	i 14.85								8
	j 13.75								9
		k 2.90	l 3.00	m 3.10	n 2.90				10
		j 2.95		n 3.80					11
		k 3.20							12
				7.25					13
				5.00					14
									15
							q 11.30		16
							r 8.15		17
							s 8.25		18
							t 8.30		19
							u 8.40		20
							h 10.80		21
							v 11.30		22
							r 8.15		23
							s 8.25		24
							t 8.30		25
							u 8.40		26
						w 11.90			27
						x 10.99			28
						y 7.15			29
									30
						w 10.40	z 9.30	9.40	31
						x 7.30	r 6.15	6.90	32
							s 6.25		33
							t 6.30		34
							u 6.40		35
								8.90	36
								6.40	37

w Anthracite, any size, free-burning white ash, carload lots only.

x Youghiogheny lump, carload lots only.

y Four tons called for; none offered.

z Anthracite, egg and nut size.

1 Hocking Valley.

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.	James O. Kruhm.	George Merryweather.	Centerville Block Coal Co.
			Tons.	Tons.			
1	For Pipestone School, Minn.:						
2	At school .....	Soft .....	600	<b>600</b>	<i>a</i> 6.95	<i>a</i> 6.20	
3						<i>b</i> 5.90	
4						<i>c</i> <b>6.05</b>	
5						<i>d</i> 5.75	
6	At Pipestone, Minn. (f. o. b. cars) .....	Hard .....	20	<b>20</b>	<i>a</i> 9.95	<i>t</i> <b>9.30</b>	
7		Soft .....	600			<i>a</i> 5.90	<i>j</i> 4.30
8						<i>b</i> 5.60	
9						<i>c</i> 5.75	
10						<i>d</i> 5.45	
11	For Vermillion Lake School, Minn.:	Hard .....	20			<i>t</i> 9.00	
12	At school .....	Hard .....	300	<b>300</b>	<i>a</i> 10.99		
13	At Tower, Minn. (f. o. b. cars) .....	Hard .....	300				
14	For White Earth Agency School and Pine Point School, Minn.:						
15	At agency .....	Hard .....	30	<b>30</b>			
16	At White Earth School .....	Hard .....	25	<b>25</b>			
17		Soft .....	300	<b>300</b>			
18							
19	At Detroit, Minn. ....	Blacksmith .....	2	<b>2</b>			
20		Hard .....	55		<i>a</i> 10.60		
21		Soft .....	300		<i>a</i> 7.10		
22		Blacksmith .....	2		<i>a</i> 11.50		
23	For Pine Point School .....	Soft .....	(*)				
24	For Blackfeet Agency, Mont.:						
25	At agency .....	Soft .....	20	<b>20</b>			
26	At Browning, Mont. ....	Soft .....	20				
27		Blacksmith .....	3	(z)			
28	For Crow Agency and School and Pryor Subagency and School, Mont.:						
29	At Crow Agency Station (f. o. b. cars) .....	Soft .....	1,000	<b>1,000</b>			
30		Soft .....	325				
31	At Pryor, Mont. (f. o. b. cars) .....	Soft .....	325	<b>325</b>			
32	For Crow Agency and Pryor Subagency .....	Blacksmith .....	(†)				
33	For Fort Peck Agency and School, Mont.:						
34	At agency .....	Soft .....	150	<b>150</b>			
35	At school .....	Soft .....	600	<b>600</b>			
36	At Poplar, Mont. (f. o. b. cars) .....	Soft .....	750				
37	For Fort Shaw School, Mont.:						
38	At school .....	Soft .....	1,000	<b>1,000</b>			
39		Hard .....	8	<b>8</b>			
40	At Great Falls, Mont. ....	Blacksmith .....	6	<b>6</b>			

- a* Youghiogheny lump, screened.  
*b* Youghiogheny lump, run of pile. } 10 cents per ton more for all shipments made on and after September 1, 1904.  
*c* Hocking lump, screened.  
*d* Hocking lump, run of pile.  
*e* Third vein La Salle screened lump.  
*f* Youghiogheny screened lump.  
*g* Youghiogheny lump, carload lots only.  
*h* Anthracite, any size, free-burning white ash, carload lots only.  
*i* Anthracite-stove.  
*j* Southern Iowa lump.  
*k* Hard nut, genuine Pittston hard coal, mined by Pennsylvania Coal Co., of Pennsylvania.  
*l* To September 1, 1904, Hocking bituminous.  
*m* After September 1, 1904, Hocking bituminous.  
*n* To September 1, 1904, Youghiogheny.  
*o* After September 1, 1904, Youghiogheny.  
*p* Three-fourths-inch screened Youghiogheny.  
*q* Hocking.  
*r* Anthracite, stove size.

To be ordered in carload lots.

advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

## COAL—Continued.

Peabody Coal Co.	Orville P. Nason.	Youghiogheny and Lehigh Coal Co.	Herman A. Lund.	John D. Murphy.	Myran C. Woodard.	William C. Broadwater.	Joseph H. Sherburne.	Victor White.	Stewart Kennedy.	James C. Morgan.	Byrd A. Robertson.	Ralph E. Patch.	Howard M. Coster.	Number.
	<i>e</i> 4.90	<i>t</i> 6.05	<i>p</i> 6.24											1
	<i>f</i> 6.45	<i>m</i> 6.15	<i>q</i> 6.14											2
		<i>n</i> 6.20												3
	9.30	<i>o</i> 6.30	<i>r</i> 9.40											4
	<i>e</i> 4.70	<i>i</i> 9.30												5
	<i>f</i> 6.25													6
<i>k</i> 9.00	9.10													7
														8
				<b>9.43</b>	<i>s</i> 9.47									9
				<i>s</i> 8.67										10
		<i>t</i> <b>14.50</b>												11
		<i>u</i> <b>14.50</b>												12
		<i>l</i> <b>11.35</b>												13
		<i>m</i> <b>11.45</b>												14
		<i>n</i> 11.50												15
		<i>o</i> 11.60												16
		<i>v</i> <b>14.00</b>												17
														18
														19
														20
														21
														22
														23
														24
					<i>x</i> <b>9.25</b>									25
														26
														27
														28
														29
														30
														31
														32
														33
														34
														35
														36
														37
														38
														39
														40

- s* Scranton hard nut.  
*t* Anthracite, egg, stove, and nut size.  
*u* Anthracite, stove size.  
*v* Smithing, to be ordered and shipped with other coal.  
*w* Cumberland blacksmith's; carload lots only; sacked.  
*x* Lethbridge lump.  
*y* Stocket lump.  
*z* No award.  
<sup>1</sup> Will not furnish blacksmith's coal unless awarded other 20 tons of soft coal.  
<sup>2</sup> Sheridan lump coal mined at Dietz, Wyo.  
<sup>3</sup> Soft, No. 1 Monarch lump, screened over bars having 5-inch openings.  
<sup>4</sup> Screened lump.  
<sup>5</sup> Nelson lump.  
<sup>6</sup> Pennsylvania hard.  
<sup>7</sup> Penn smithing.  
<sup>8</sup> Two tons called for; none offered.  
<sup>†</sup> Five tons for Crow Agency and 2 for subagency called for; none offered.

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	For Genoa School, Nebr:			
2	At school.....	Soft.....	1,200	
3	At Genoa, Nebr. (f. o. b. cars).....	Soft.....	1,200	
4	At Omaha, Nebr. (f. o. b. cars).....	Blacksmith.....	(*)	
5	For Omaha School, Nebr:	Soft.....	1,200	<b>1,200</b>
6	At school.....	Hard.....	50	<b>50</b>
7		Soft.....	100	<b>100</b>
8				
9				
10	At Bancroft, Nebr. (f. o. b. cars).....	Hard.....	50	
11		Soft.....	100	
12				
13	For Santee School, Santee, Ponca, and Ponca Day School, Nebr.:			
14	At Santee Agency.....	Hard.....	12	<b>12</b>
15		Soft.....	40	<b>40</b>
16		Soft.....	150	<b>150</b>
17				
18	At Santee School (for Ponca).....	Blacksmith.....	3	<b>3</b>
19		Hard.....	3	
20	(For Ponca Day School).....	Blacksmith.....	1	
21	(For Santee).....	Hard.....	3	
22		Hard.....	12	
23		Soft.....	40	
24				
25	(For Santee School).....	Blacksmith.....	3	
26		Soft.....	150	
27				
28	At Ponca, Subagency.....	Hard.....	100	
29		Hard.....	6	<b>6</b>
30		Blacksmith.....	1	<b>1</b>
31	At Niobrara, Nebr. (f. o. b. cars).....	Soft.....	40	
32	For Winnebago School and Agency, Nebr.:			
33	At agency.....	Hard.....	20	
34		Soft.....	40	
35	At school.....	Blacksmith.....	2	
36		Hard.....	50	<b>50</b>
37		Soft.....	180	<b>180</b>
38				
39				
40	(For Winnebago).....	Hard.....	20	<b>20</b>
41		Soft.....	40	<b>40</b>
42				
43				
44				
45		Blacksmith.....	2	(v)

\*Three tons called for, none offered.

a Duquoin, Ill., lump.

b Best Shaker screen, Trenton soft lump; railroad expense bill, weights at destination to govern settlements.

c Southern Iowa lump.

d Anthracite, egg size.

e Hocking Valley lump.

f To September 1, 1904, Hocking bituminous.

g After September 1, 1904, Hocking bituminous.

h To September 1, 1904, Youghiogheny.

i After September 1, 1904, Youghiogheny.

j Duquoin, Ill., 4-inch lump.

advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

## COAL—Continued.

Coal Hill Coal Co.	Sunderland Brothers Co.	Centerville Block Coal Co.	Alfred L. Maryott.	Youghiogheny and Lehigh Coal Co.	Herman A. Lund.	John Brown.	Eugene Colburn.	Number.
a5.75								1
a5.05	b5.25							2
		c3.42						3
								4
			14.00	d14.00				5
			e11.00	f10.85				6
				g10.95				7
				h11.00				8
				i11.10				9
d9.25								10
j5.20					k6.59			11
					l6.49			12
						12.05	12.25	13
						m9.25	n9.35	14
						o9.10		15
						p9.25		16
						q9.10	12.25	17
						12.05		18
				o11.65				19
				p11.00				20
				o11.65				21
				d12.65				22
				q9.45				23
				r9.60				24
				p12.00				25
				q9.45			n9.35	26
				r9.60			10.80	27
						15.95		28
						15.95		29
s6.17½								30
								31
			14.00					32
			e11.00					33
			f13.00					34
			14.00					35
			e11.00	13.60				36
				f10.35				37
				g10.45				38
				h10.50				39
				i10.60				40
				u13.60				41
				f10.35				42
				g10.45				43
				h10.50				44
				i10.60				45
				p13.00				46

\*Three-fourths-inch screened Youghiogheny. } To be ordered in carload lots.

l Hocking.

m Youghiogheny.

n Hocking or Youghiogheny lump.

o Anthracite, egg size } To be shipped in car with other coal.

p Smithing.

q Hocking bituminous.

r Youghiogheny bituminous.

s Cartersville, Ill., 6-inch lump.

t Lilley smithing.

u Anthracite, egg, stove, and nut size.

v No award.

*advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.*

at which contracts have been awarded.]

## COAL—Continued.

[illegible]

q Anthracite. } Where quantities are less than minimum carloads, shipments shall be with other  
r Smithing. } items for same agency, so as to enable us to ship in carload lots.

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.
	For Fort Totten School and Devil's Lake Agency, N. Dak.:			
1	At Fort Totten School.....	Hard.....	Tons. 120	Tons. 120
2		Hard.....	132	
3		Soft.....	400	400
4				
5				
6				
7	At Oberon, N. Dak. (f. o. b. cars).....	Blacksmith.....	3	
8		Hard.....	120	
9		Hard.....	132	
10		Soft.....	400	
11		Blacksmith.....	3	
	For Standing Agency and Schools, N. Dak.:			
12	At agency.....	Hard.....	335	335
13		Blacksmith.....	10½	10½
14	Pollock, S. Dak. (f. o. b. cars).....	Hard.....	335	
15		Blacksmith.....	10½	
16		Blacksmith.....	10	
	For Cantonment School and Agency, Okla.:			
17	At agency.....	Soft.....	10	
18		Blacksmith.....	2	
19	At school.....	Soft.....	80	
20	At Eagle City, Okla.....	Soft.....	90	90
21		Blacksmith.....	2	2
22	At Homestead, Okla (f. o. b. cars).....	Soft.....	90	
	For Cheyenne and Arapaho schools and Agency, Okla.:			
23	At agency.....	Soft.....	30	30
24	At Cheyenne School.....	Soft.....	200	200
25	At Arapaho School.....	Soft.....	250	250
26	At Darlington, Okla.....	Soft.....	480	
	For Chillico School, Okla.:			
27	At school.....	Soft.....	1,200	1,200
28		Soft.....	1,200	1,200
29		Blacksmith.....	12	12
30	At Cale, Ind. T.....	Soft.....	1,200	
31		Soft.....	1,200	
32		Blacksmith.....	12	
	For Kiowa Agency and Fort Sill, Rainy Mountain, and Riverside Schools, Okla.:			
33	At Kiowa Agency.....	Soft.....	30	
34		Blacksmith.....	5	
35	At Fort Sill School.....	Soft.....	100	
36				
37				
38	At Fort Sill, Okla. (f. o. b. cars).....	Soft.....	100	100
39	At Rainy Mountain School.....	Soft.....	200	
40	At Gotebo.....	Soft.....	200	200
41	At Riverside School.....	Soft.....	125	
42	At Anadarko, Okla.....	Soft.....	125	125
43		Soft.....	30	30
44		Blacksmith.....	5	5

a Anthracite, any size, free-burning white ash; carload lots only.

b Youghiogheny lump; carload lots only.

c To September 1, 1904, Hocking bituminous.

d After September 1, 1904, Hocking bituminous.

e To September 1, 1904, Youghiogheny lump.

f After September 1, 1904, Youghiogheny lump.

g Hocking lump.

h Cumberland; carload lots only, sacked.

i Lilly.

j McAlester bituminous, lump.

k Piedmont.

l Weir screened lump. } Coal to be delivered in the bins, provided the teamster can put it there  
m Weir nut. } with one throw with his shovel.

advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

James O. Kruhm.	Youghiogheny and Lehigh Coal Co.	John E. Veblen.	William Busby.	James H. Rhoades.	Joseph W. Stanford.	John M. Fontaine.	James G. Gedford.	Hal A. Lloyd.	Number.
a 12.85	11.45								1
b 10.10	c 8.30 d 8.40 e 8.45 f 8.55	12.80 g 9.70							2
h 16.95		i 11.85							3
a 11.95									4
		10.15							5
b 8.10		g 7.10							6
h 14.95		i 9.25							7
u 14.90									8
v 14.90									9
u 11.60	x 12.50								10
v 11.60	w 10.25								11
			j 10.50						12
			k 15.00						13
			j 10.50						14
			j 6.90						15
			k 11.40						16
				j 7.00					17
			j 7.00						18
			j 7.00						19
			j 6.25						20
			j 6.10		l 4.60	o 4.44			21
			n 5.10		m 4.40	p 4.19			22
			k 12.00		k 15.00	11.00			23
			j 5.85						24
			n 4.85						25
			k 10.75						26
			j 7.75						27
			k 15.00						28
			j 7.75						29
							q 8.30	r 8.40	30
								s 8.10	31
								t 7.95	32
			j 6.75				q 7.80		33
			j 9.75						34
			j 7.25						35
			j 7.75						36
			j 6.75						37
			k 14.00						38
									39
									40
									41
									42
									43
									44

n McAlester bituminous, nut.

o Southern Kansas lump.

p Southern Kansas nut.

q McAlester screened lump.

r McAlester, lump, best screened. (Alderson or Krebs mines.)

s Wilberton lump, best screened.

t Henrietta lump, best screened.

u Any size; all to be sacked, and to be free-burning white ash anthracite of best quality, free from slate, dirt, or other impurities.

v Sacked, best quality.

w Smithing, sacked; to be shipped with other coal.

x Anthracite, all sizes, sacked.

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 Busby.
1	For Osage Agency and school and Kaw School, Okla.:		Tons.	Tons.	
2	At Agency .....	Hard ...	10	<b>10</b>	<b>a 16.00</b>
3	At Osage School .....	Hard ...	10	<b>10</b>	<b>a 16.00</b>
4	At Bird Creek, Okla. ....	Soft ...	200	<b>200</b>	<b>b 8.00</b>
5	At Kaw School .....	Hard ...	20		<b>a 13.85</b>
6	At Kaw, Okla. ....	Soft ...	200		<b>b 5.85</b>
7	At Kaw, Okla. ....	Soft ...	40	<b>40</b>	
8	For Pawnee School, Okla.:				
9	At school .....	Soft ...	100	<b>100</b>	<b>b 6.25</b>
10	At Pawnee, Okla. ....	Soft ...	100		<b>b 5.75</b>
11	For Ponca Agency and School, Okla.:				
12	Bins at Agency .....	Soft ...	20	<b>20</b>	
13	At school .....	Soft ...	100	<b>100</b>	
14	At school .....	Soft ...	140		
15	At White Eagle, Okla. (f. o. b. cars).....	Soft ...	140		
16	For Sauk and Fox School, Okla.:				
17	At school .....	Hard ...	30	<b>30</b>	<b>a 16.00</b>
18	At Stroud, Okla. ....	Hard ...	30		<b>a 14.00</b>
19	For Seger School, Okla.:				
20	At school .....	Hard ...	10	<b>10</b>	<b>m 20.00</b>
21	At Weatherford, Okla. ....	Soft ...	60	<b>60</b>	<b>b 9.50</b>
22	For Shawnee School, Okla.:	Soft ...	60		<b>b 6.90</b>
23	At school .....	Hard ...	10		<b>m 17.40</b>
24	At school .....	Soft ...	30	<b>30</b>	<b>b 6.15</b>
25	At Shawnee, Okla. ....	Soft ...	30		<b>b 5.35</b>
26	For Salem School, Oreg.:				
27	At school .....	Soft ...	160	<b>160</b>	
28	At Chemawa, Oreg. ....	Black-smith.	10	<b>10</b>	
29	For Umatilla School, Oreg.:				
30	At school .....	Hard ...	10		
31	At school .....	Soft ...	75	<b>75</b>	

a Pennsylvania anthracite, stove size.

b McAlester, bituminous lump.

c Weir City, Kansas lump.

d Osage City, Kans.

e Henrietta } Bid is for June, 1904, or subject to all advances in price after June 30.

f McAlester

g Fontenac lump.

h Rockvale, Colorado lump.

i Soft Fontenac screened lump.

j Soft Fontenac nut.

k Richmond, Mo., screened lump.

l Weir City.

m Pennsylvania anthracite, egg size.

n McAlester screened.

advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Guy D. Rohr.	Jay D. Neal.	Robert C. Jones.	Richard S. Steele.	W. E. Imel.	Henry Comley.	Eugene S. Tatour.	James W. Holmes.	Charles H. Gleim.	William G. Kegler.	Lee W. McAdam.	H. E. Laatz.	Number.
												1
												2
												3
												4
												5
												6
												7
												8
												9
												10
												11
												12
												13
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												37
												38
												39
												40

o Newcastle lump from State of Washington.

p Renton lump from State of Washington.

q Rock Springs lump from Wyoming.

r Fairfax, from State of Washington.

s Piedmont.

t Stanford Merthyr. } Australian bituminous coal.

u Pelaw, Main. }

v Renton (domestic lignite coal).

w Cedar Mountain.

x George's Creek blacksmith coal.

y Kemmerer nut.

z Rock Springs nut.

1 Henrietta.

2 McAlester.

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	For Canton Insane Asylum, S. Dak.:	Hard	75	
2	At Canton Asylum	Soft	120	
3				
4	At Canton, S. Dak. (f. o. b. cars.)	Hard	75	75
5		Soft	120	120
6				
7				
8				
9	For Chamberlain School, S. Dak.:	Hard	30	
10	At school	Soft	200	
11				
12				
13				
14	At Chamberlain, S. Dak. (f. o. b.)	Hard	30	30
15		Hard	225	
16		Hard	535	
17		Soft	200	200
18				
19		Soft	435	
20				
21				
22				
23	For Cheyenne River Agency and School, S. Dak.:	Hard	200	
24	At agency	Soft	130	
25		Blacksmith	6	(*)
26		Hard	100	100
27		Soft	60	60
28				
29				
30	At school	Hard	100	100
31		Soft	70	70
32				
33				
34				
35	At Gettysburg, S. Dak.	Hard	200	
36		Soft	130	
37				
38		Blacksmith	6	(*)
39				

\*Not awarded.

advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Coal Hill Coal Co.	James O. Kruhn.	George Merryweather.	Peabody Coal Company.	Youghiogheny and Lethigh Coal Co.	Herman A. Lund.	James W. Sanford.	Ossian F. Bird.	Number
g 10.00	a 11.20				b 9.70			1
c 6.10	d 8.09				e 6.54			2
					f 6.44			3
g 9.25		g 9.00	h 9.00	g 9.00				4
c 5.50		i 5.90		m 5.75				5
		j 5.60		n 5.85				6
		k 5.75		o 5.90				7
		l 5.45		p 6.00				8
				r 11.20		q 11.35		9
				m 8.05	e 8.04	s 7.95		10
				n 8.15	f 7.94			11
				o 8.20				12
				p 8.30				13
g 10.70			h 10.45					14
							q 10.45	15
c 7.60		r 10.45					i 7.30	16
							u 7.40	17
		i 7.45						18
		j 7.15						19
		k 7.30						20
		l 7.00						21
								22
	a 14.89							23
	d 12.19							24
	v 13.99			w 12.50				25
				x 12.88				26
				m 9.75				27
				n 9.85				28
				o 9.90				29
				p 10.00				30
				x 12.98				31
				m 9.85				32
				n 9.95				33
				o 10.00				34
				p 10.10				35
	a 12.49		h 8.80		b 10.59			36
	d 9.19				e 7.09			37
	v 11.99				f 6.99			38
								39

g Anthracite, free burning white ash; carload lots only.

b Anthracite, any size; carload lots only.

c Youghiogheny lump.

d Youghiogheny lump; carload lots only.

e Three-fourths inch screened Youghiogheny. } Carload lots only.

f Hocking.

g Anthracite, nut.

h Genuine Pittston hard coal, mined by Pennsylvania Company of Pennsylvania.

i Youghiogheny lump, screened.

j Youghiogheny lump, run of pile. } 10 cents per ton higher for all shipments made on or after September 1, 1904.

k Hocking lump, screened.

l Hocking lump, run of pile.

m To September 1, 1904, Hocking bituminous.

n After September 1, 1904, Hocking bituminous.

o To September 1, 1904, Youghiogheny bituminous.

p After September 1, 1904, Youghiogheny bituminous.

q Nut, stove, or egg, as required.

r Anthracite, stove and nut.

s Best Hocking Valley, soft.

t Hocking Valley lump, prior to September 1, 1904.

u Hocking Valley lump, after September 1, 1904.

v Cumberland; carload lots only; sacked.

w Something to be shipped in car with coal.

x Anthracite; egg, stove and nut sizes.

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.
1	For Crow Creek Agency and School, S. Dak.:		<i>Tons.</i>	<i>Tons.</i>
2	At agency .....	Hard .....	75	<b>75</b>
3		Soft .....	100	<b>100</b>
4				
5				
6		Blacksmith .....	5	<b>5</b>
7	At school .....	Hard .....	150	<b>150</b>
8		Soft .....	60	<b>60</b>
9				
10				
11				
12	At Chamberlain (f. o. b. cars) .....	Hard .....	225	
13		Soft .....	100	
14		Soft .....	60	
15		Soft .....	200	
16				
17		Hard .....	535	
18		Soft .....	435	
19				
20				
21				
22	For Flandreau School, S. Dak.:			
23	At school .....	Hard .....	100	<b>100</b>
24		Soft .....	1,400	<b>1,400</b>
25				
26				
27	At Flandreau, S. Dak. (f. o. b. cars) .....	Hard .....	100	
28		Soft .....	1,400	
29				
30				
31				
32	For Lower Brulé Agency and School, S. Dak.:			
33	At agency and school .....	Hard .....	280	<b>280</b>
34		Soft .....	75	<b>75</b>
35				
36				
37		Blacksmith .....	3	(*)
38	Chamberlain, S. Dak. ....	Hard .....	225	
39		Hard .....	280	
40		Hard .....	535	
41		Soft .....	200	
42				
43		Soft .....	435	
44				
45				
46				

\* Not awarded.

a Best Hocking Valley.

b Anthracite, sizes as required.

c Cartersville, Ill., 6-inch lump.

d Hocking Valley lump, prior to September 1, 1904.

e Hocking Valley lump, after September 1, 1904.

f Nut and egg; genuine Pittston hard coal, mined by Pennsylvania Company, of Pennsylvania.

g Youghiogheny lump, screened.

h Youghiogheny lump, run of pile.

i Hocking lump, screened.

j Hocking lump, run of pile.

10 cents per ton more for all shipments made on and after September 1, 1904.

advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Coal Hill Coal Co.	Ossian F. Bird.	George Merryweather.	Peabody Coal Co.	James W. Sanford.	Youghiogheny and Lehigh Coal Co.	James O. Krumm.	Orville P. Nason.	Samuel Y. Hyde.	Herman A. Lund.	Number.
				<b>12.74</b>	b 13.55					1
				<b>9.34</b>	c 10.40					2
					d 10.50					3
					e 10.55					4
					f 10.65					5
				<b>9.34</b>	g 13.05					6
				<b>12.74</b>	h 13.55					7
				<b>9.34</b>	i 10.40					8
					j 10.50					9
					k 10.55					10
					l 10.65					11
b 10.70	b 10.45		f 10.45							12
c 7.20										13
d 6.95										14
	d 7.30									15
	e 7.40									16
		b 10.45								17
		g 7.45								18
		h 7.15								19
		i 7.30								20
		j 7.00								21
b 9.85					b 9.70	p 11.25	<b>9.50</b>		q 9.70	22
i 6.50					k 6.15	u 8.10	v 6.45		r 6.34	23
					l 6.25		w 6.30		s 6.24	24
					m 6.30					25
					n 6.40					26
b 9.55	b 9.30	b 9.30	f 9.30				9.25			27
i 6.00	x 6.20	g 5.90					v 6.25	y 5.00		28
	y 6.05	h 5.60					w 6.10	z 6.50		29
		i 5.75						w 6.40		30
		j 5.45								31
				<b>12.74</b>	b 14.05					32
				<b>9.34</b>	k 10.90					33
					l 11.00					34
					m 11.05					35
					n 11.15					36
					o 13.55					37
	b 10.45		f 10.45							38
		b 10.45								39
	d 7.30									40
	e 7.40									41
		g 7.45								42
		h 7.15								43
		i 7.30								44
		j 7.00								45
										46

k Hocking bituminous, to September 1, 1904.

l Hocking bituminous, after September 1, 1904.

m Youghiogheny bituminous, to September 1, 1904.

n Youghiogheny bituminous, after September 1, 1904.

o Something to be shipped in car with other coal.

p Anthracite, any size, free burning white ash; carload lots only.

q Anthracite, any size.

r Three-fourths-inch screened Youghiogheny.

s Hocking.

t Youghiogheny lump.

u Youghiogheny lump, carload lots only.

v Youghiogheny screened lump.

w Hocking screened lump.

x Youghiogheny screened lump.

y Hocking Valley screened lump.

z Wilmington screened.

Must be ordered in such manner as to enable us to make delivery during the season of river navigation, between September 1, 1904, and December 1, 1904.

To be ordered in carload lots.

10 cents per ton more for shipments made after September 1, 1904.



## 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.	Youghiogheny and Lehigh Coal Co.
1	For Pierre School, S. Dak.:		<i>Tons.</i>	<i>Tons.</i>	
2	At school .....	Hard .....	10	<b>10</b>	<i>a</i> <b>11.85</b>
3		Soft .....	300	<b>300</b>	<i>b</i> <b>8.20</b>
4	For Pine Ridge Agency and School, S. Dak.:				<i>c</i> 8.35
5	At agency .....	Soft .....	100	<b>100</b>	<i>b</i> 13.35
6					<i>c</i> 13.50
7	At school .....	Hard .....	25	<b>25</b>	<i>f</i> 16.75
8		Soft .....	600	<b>600</b>	<i>b</i> 13.35
9					<i>c</i> 13.50
10	At Rushville, Nebr. (f. o. b. cars) .....	Soft .....	100		
11		Soft .....	600		
12		Soft .....	700		
13		Hard .....	25		
14	For Rapid City School, S. Dak.:				
15	At school .....	Soft .....	400	<b>400</b>	
16	At Rapid City, S. Dak. (f. o. b. cars) .....	Soft .....	400		
17	For Rosebud Agency and School, S. Dak.:				
18	At agency .....	Hard .....	90	<b>90</b>	<i>q</i> <b>16.30</b>
19		Blacksmith .....	2	<b>2</b>	<i>o</i> <b>15.80</b>
20	At school .....	Hard .....	50	<b>50</b>	<i>q</i> <b>16.30</b>
21		Soft .....	400	<b>400</b>	<i>b</i> <b>12.90</b>
22					<i>c</i> 13.05
23	At Valentine, Nebr. (f. o. b. cars) .....	Hard .....	90		
24		Hard .....	140		
25		Soft .....	400		
26	For Sisseton School, S. Dak.:				
27	At school .....	Hard .....	125	<b>125</b>	<i>q</i> <b>10.50</b>
28		Soft .....	100	<b>100</b>	<i>b</i> <b>7.15</b>
29					<i>c</i> 7.30
30	For Springfield School, S. Dak.:				
31	At school .....	Hard .....	100	<b>100</b>	<i>q</i> <b>10.90</b>
32	At Springfield, S. Dak. (f. o. b. cars) .....	Hard .....	100		
33	For Yankton Agency and School, S. Dak.:				
34	At agency and school .....	Hard .....	190	<b>190</b>	
35		Soft .....	170	<b>170</b>	
36		Blacksmith .....	6	(*)	
37	At Greenwood, S. Dak. ....	Hard .....	190		
38		Soft .....	170		
39		Blacksmith .....	6		
40	At Wagner, S. Dak. (f. o. b. cars) .....	Hard .....	190		
41		Soft .....	170		
42					
43		Blacksmith .....	6	(*)	
44					
45					

\* No award.

a Anthracite, any size. To be shipped in car with other coal.

b Hocking bituminous.

c Youghiogheny bituminous. } 10 cents per ton more after September 1, 1904.

d Three-fourths-inch screened Youghiogheny. } To be ordered in carload lots.

e Hocking.

f Saline County, Ill., 3-inch lump.

g Rock Springs screened lump, from Union Pacific mines, Rock Springs, Wyo.

h Hocking Valley screened lump.

i Anthracite, grate.

j Anthracite, egg size.

k Pennsylvania anthracite, required sizes.

l Duquoin, Ill., lump.

m Anthracite to be ordered in carload lots.

## advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

## COAL—Continued.

Herman A. Lund.	Coal Hill Coal Co.	John H. Jones.	George P. Comer.	Fred M. Rugg.	James O. Kruhm.	George Merryweather.	Peabody Coal Co.	James R. Jordan.	George H. Grotewohl.	Number.
										1
d 8.49										2
e 8.39										3
	f 13.25	g 13.40	h 12.33							4
	i 17.75	16.75	k 16.66							5
	l 13.05	g 13.40	h 12.49							6
										7
	f 8.25									8
	g 8.05									9
d 8.59		g 8.40	h 9.27							10
e 8.49										11
m 12.45	i 12.00	12.75	k 13.66							12
										13
				n 8.00						14
				n 8.25						15
				n 7.25						16
				n 7.50						17
			k 17.10							18
										19
			k 17.10							20
			h 13.77							21
										22
m 11.70	q 11.55		k 12.33							23
d 7.84			h 8.88							24
e 7.74										25
					p 11.80					26
					r 8.75					27
										28
					p 11.80					29
						s 10.05	t 10.05			30
										31
								12.73		32
								u 9.48		33
								v 9.63		34
								13.98		35
q 13.34									12.94	36
d 9.98									h 9.90	37
e 9.88									w 9.65	38
									12.94	39
						s 10.00	t 10.00	10.73	10.69	40
						16.90		u 7.48	h 7.65	41
						26.60		v 7.63	w 7.40	42
						36.75				43
						46.45				44
								11.98	10.69	45

† Coal must be received by superintendent of school on or before August 1, 1904.

a Rock Springs screened lump, No. 9 mine, Union Pacific Company.

o To be shipped in car with other coal.

p Anthracite, any size, free burning white ash, carload lots only.

q Anthracite, required sizes.

r Youghiogheny lump, carload lots only.

s Anthracite, required sizes, Cross Creek Lehigh.

t Required sizes. Genuine Pittston hard coal, mined by Pennsylvania Company.

u Hocking Valley.

v Youghiogheny lump.

w Youghiogheny, run of pile.

1 Youghiogheny lump screened.

2 Youghiogheny lump, run of pile.

3 Hocking lump, screened.

4 Hocking lump, run of pile.

} 10 cents per ton more for all shipments made on or after September 1, 1904

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.	James Russell.
1	For Puyallup School, Wash.:				
2	At school .....	Soft.....	Tons. 250	Tons. 250	a 4.25
3	For Tulalip School, Wash.:	Blacksmith...	(*)		
4	At school .....	Soft.....	100	(†)	
5	At Marysville, Wash. ....	Soft.....	100	(†)	
6	For Yakima School, Wash.:				
7	At school .....	Soft.....	25	25	
8	At Toppenish, Wash. ....	Soft.....	25		
9	For Green Bay Agency and Menominee School, Wis.:				
10	At Shawano (f. o. b. cars) ..	Hard .....	60		
11	At school .....	Hard .....	50	60	
12	For Hayward School, Wis.:				
13	At school .....	Hard .....	300	300	
14	At Hayward, Wis. (f. o. b. cars) ..	Blacksmith...	2	2	
15	For La Pointe Agency and Lac du Flambeau School, Wis.:	Hard .....	300		
16	At Lac du Flambeau (f. o. b. cars) ..	Blacksmith...	2		
17	For Oneida School, Wis.:				
18	At Oneida, Wis. (f. o. b. cars) ..	Hard .....	75		
19	For Tomah School, Wis.:	Hard .....	50	50	
20	At school .....	Hard .....	25	25	
21	At Tomah, Wis. (f. o. b. cars) ..	Soft.....	500	500	
22	For Indian Service:				
23	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..	Hard .....	(m)		
24	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..	Soft.....	300	300	
25	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..	Soft.....	300	300	
26	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..				
27	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..	Hard .....	300		
28	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..	Soft.....	300		
29	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..				
30	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..				
31	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..				
32	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..				
33	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..	Blacksmith...	100		
34	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..	Blacksmith...	100		
35	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..	Soft.....	2,000		
36	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..				
37	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..	Soft.....	2,000		
38	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..				
39	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..	Hard .....	1,000		
40	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..	Hard .....	1,000		
41	At Duluth, Minn., or Gladstone, Mich. (f. o. b. cars) ..	Soft.....	1,200	1,200	
42	At St. Paul or Minnesota Transfer, Minn. (f. o. b. cars) ..				
43	At Omaha, Nebr. ....				

\* 1 ton wanted; none offered.

† No award.

a C. C. Elum lump.

b Issaquah lump. Railway weights to be accepted. In case "school delivery" is accepted, the whole contract quantity must be delivered by September 1, 1904.

c Roslyn, soft; "the best coal mined in this section."

d Anthracite, any size, free-burning white ash. Carload lots only.

e Anthracite, required sizes.

f Smithing, to be shipped in same car with other coal.

g Required sizes, W. L. Scott Company, 25 per cent, more or less, but no shipment to be less than

h Smithing, in sacks. } car lot, except smithing coal.

i Stove size. } Genuine Pittston hard coal, mined by the Pennsylvania Company of Pennsylvania.

j Furnace size. } Genuine Pittston hard coal, mined by the Pennsylvania Company of Pennsylvania.

k "Only" Hocking lump to September 1, 1904. } 10 cents per ton more after September 1, 1904.

l "Only" Youghiogheny lump to September 1, 1904. } 10 cents per ton more after September 1, 1904.

m 5 tons wanted; none offered.

advertisement of May 2, 1904, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

John N. Walker.	Almon C. Coburn.	James O. Kruhn.	George Merryweather.	Youghiogheny and Lehigh Coal Co.	Martin Schrank.	Peabody Coal Co.	Cargill Coal Co.	Ossian F. Bird.	Centerville Block Coal Co.	Number.
										1
										2
b 6.50										3
b 5.00										4
	c 11.00									5
	e 6.00									6
		d 10.49	e 7.90							7
										8
		d 9.65		e 8.75						9
				f 8.25						10
					g 8.25					11
					h 7.25					12
		d 9.65								13
						i 8.50				14
						j 8.25				15
							k 3.85			16
							l 4.00			17
										18
			e o 8.40	e o 8.40				n o 8.40		19
			r 4.90	w 4.75				p 3.65		20
			s 4.60	x 4.90				q 4.40		21
			t 4.75							22
			u 4.45							23
			p 3.65							24
			v 3.50							25
			e 8.00							26
			r 4.50							27
			s 4.20							28
			t 4.35							29
			u 4.05							30
			p 3.25							31
			v 3.10							32
										33
			z 7.30							34
			y 8.20							35
			z 4.60							36
			14.45							37
			24.60							38
			z 5.60							39
			15.45							40
			25.60							41
			37.50							42
			8.40							43

n Pennsylvania anthracite, required sizes.

o 100 tons awarded each.

p Central Illinois lump.

q Saginaw, Mich., lump.

r Youghiogheny lump, screened.

s Youghiogheny lump, run of pile. } 10 cents per ton more for all shipments made on and after September 1, 1904.

t Hocking lump, screened.

u Hocking lump, run of pile.

v Central Illinois, run of mine.

w To September 1, 1904, Hocking bituminous.

x To September 1, 1904, Youghiogheny bituminous. } 10 cents per ton more after September 1, 1904.

y Best blacksmith, in sacks, carload lots.

z Youghiogheny screened lump or nut, or equally good quality. } Carload lots.

1 Pittsburg lump or nut.

2 West Virginia lump or nut.

3 Best quality anthracite, in bulk; white ash, free from slate, etc.; any size.

4 Southern Iowa lump. (See Genoa School.)

## Abstract of proposals received and contracts awarded under advertisement

[NOTE.—Figures in large type denote rates

## APPLES, DRIED.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	American Fruit Product Co.	Marvin A. Dean.	Reid, Murdoch & Co.
1	San Francisco.....Cal..	Pounds. 139,780	Pounds.	a .08		
2	Chicago.....Ill..	139,780	<b>139,780</b>	a .06½	b .0495	b .0545
3		60,000			c .05½	
4	St. Louis.....Mo..	140,000				
5	St. Louis or Omaha.....	139,780		a .06½		
6	Omaha.....Nebr..	139,000				
7	New York.....N. Y..	139,780		a .06½		

## PEACHES, DRIED.

11	San Francisco.....Cal..	150,035	<b>150,035</b>			
12	Chicago.....Ill..	150,035				
13		*60,000				
14						
15						
16						

## PRUNES, DRIED.

17	San Francisco.....Cal..	186,485	<b>186,485</b>			i .0285
18						j .0235
19						k .0185
20		150,000				
21						
22						
23		62,162				
24						
25						
26						
27						
28						
29						
30						
31						
32	Chicago.....Ill..	186,485		q .04½		
33				r .04		
34				s .03½		
35				t .03½		
36						
37						
38						
39						

a In 50-pound boxes.  
b In 50-pound cases, or in double bags.  
c Only.

d Per 100 pounds. To be packed in 50-pound boxes strapped; if no straps required, deduct 5 cents per 100 lbs. from price.

e In 100-pound bags.

f "Only." In double sacks, ½ cent per pound additional for 50-pound boxes.

g In double sacks.

h In 70-pound bags.

i 60 to 70's In double burlap sacks or 50-pound boxes.  
j 70 to 80's  
k 80 to 90's

l 60 to 70's.  
m 70 to 80's.  
n 80 to 90's.

o In double bags  
p In 50-pound boxes

In equal quantities of 60 to 70's, 70 to 80's, and 80 to 90's. Samples received October 1, 3 p. m.

q 60 to 70's  
r 70 to 80's  
s 80 to 90's

t Equal quantities of all three

\* Only.

In double sacks.

of August 26, 1904, for furnishing fruit (dried) for the Indian Service.

at which contracts have been awarded.]

## APPLES, DRIED.

William S. Ryan.	Joe E. Moller.	Oscar B. McGlasson.	Isidor Fleishman.	Henry B. Steele.	Abraham Rosenberg.	Calvin Durand.	James A. Snook.	Charles H. Pickets.	J. W. Chilton & Co.	Johnson-Locke Mercantile Co.	Number.
			.064		.06½		a .0694 a .0644				1
e .052		d 5.87 d 6.07		a .05½ e .05½		a .05½					2
	f .05½										3
											4
											5
											6
											7
								g .0544 g .0527			8
											9
											10

## PEACHES, DRIED.

					.07½		g .0785 g .0748				11
						a .09½ a .0897					12
											13
											14
											15
											16

## PRUNES, DRIED.

			l .0248 m .0203 n .016				q .0236 r .0186 s .0136 t .0186		o .0194 p .0184		17
								g .02½ g .01½			18
											19
											20
											21
											22
										u .02½	23
										v .02½	24
										w .01½	25
											26
											27
											28
											29
											30
											31
											32
											33
											34
											35
											36
											37
											38
											39

u 60 to 70's. In bags  
v 60 to 70's. In 25-pound boxes  
w 60 to 70's. In 50-pound boxes  
x 70 to 80's. In bags  
y 70 to 80's. In 25-pound boxes  
z 70 to 80's. In 50-pound boxes  
aa 80 to 90's. In bags  
ab 80 to 90's. In 25-pound boxes  
ac 80 to 90's. In 50-pound boxes

For New York, Chicago, St. Louis, or Omaha add \$1.20 per 100 pounds.

ad 60 to 70's  
ae 70 to 80's In 50-pound boxes.  
af 80 to 90's  
ag 60's Per 100 lbs. In 50-pound strapped boxes,  
ah 70's deduct 5 cents per 100 lbs. if straps not  
ai 80's required.



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