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Answer of P. P. Pitchlynn, Choctaw Delegate, to the communication of the Secretary of the Treasury, relative to the Choctaw net-proceeds claim

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CHOCTAW NET-PROCEEDS CLAIM.

A N S W E R

OF

P. P. PITCHLYNN,

CHOCTAW DELEGATE, TO THE COMMUNICATION OF THE SECRETARY OF THE TREASURY,

RELATIVE TO

The Choctaw net-proceeds claim.

JANUARY 15, 1873.—Referred to the Committee on Appropriations and ordered to be printed.

The honorable the SPEAKER
of the House of Representatives of the United States:

SIR: The Choctaw Nation of Indians, by the undersigned, for twenty years their delegate near the Government of the United States, (not "the person styling himself" such,) asks to be heard in reply as follows to the letter lately sent by the Solicitor of the Treasury to the Secretary of the Treasury, and by him laid before the House of Representatives; and that this response may be laid before the House.

The Solicitor should have been wiser than to commence an argument, which, to have any value, should be impartial, with a gibe. It is the eruptive symptom of soreness, caused by a former defeat, and indicates that he is rather the advocate than the impartial adviser.

If the government of Great Britain should, without assigning any reason for it, delay the payment during ten years of the moneys awarded to the United States by the arbitrators who sat at Geneva, and if, at the end of that time, and when an act of Parliament had, two years before, ordered the payment of a tenth part of the sum by the treasury, the first lord of the treasury should send to the House of Commons his suggestion that perhaps the money ought not to be paid, justifying the suggestion by an opinion of some law-officer of the Crown, citing the "case" presented by the counsel of Great Britain to the arbitrators, with voluminous extracts from records existing before the treaty, and references to the dissenting opinion of the English commissioner, two or three things would be likely to happen.

The House of Commons would be likely to inform the first lord of the treasury that his interference was entirely out of the line of his duty and impertinent; and, perhaps, that it might be possible for Great Britain to continue to exist if deprived of his services; which, indeed, a decent respect for the United States might require the Crown to dispense with.

The law-officer of the Crown would probably be informed, before the

discussion ended, that the award was final and conclusive; that he might remember it thereafter. For the law is, in the words of Vattel, and by the unanimous consent of all civilized nations, that if the sentence of the arbitrators, under a treaty, "is confined within the precise words of the submission, the disputants must acquiesce in it. It is conclusive, unless it has been made in collusion with one of the parties. For there is no superior authority by which the validity of such an award can be examined, and consequently it is binding although it be unjust."

And in the words of Grotius, "That, although the civil laws may decide upon the conduct of such arbitrators, to whom a compromise is referred, or complaints against their injustice, this can never take place between kings and nations. For here there is no superior power that can either rivet or relax the bonds of an engagement. The decree, therefore, of such arbiter must be final and without appeal."

And the Parliament would probably feel it due to its own honor and the respectability of the nation to declare that they were not prepared to court the condemnation of the whole world, and make the fame of Great Britain "a cracked credit," by declaring the award not binding upon it, on account of the matters of fact involved in the case, and as well known before as after the award.

By the treaty of 1855 the United States declared that they were not prepared to assent to the claim set up by the Choctaw people under the treaty of 1830, but that they desired that their rights and claims should receive a *just, fair, and liberal* consideration. And therefore it was stipulated that two questions should be submitted to the Senate of the United States, (certainly an arbitrator on whom the United States themselves could rely, as at least not likely to lean against *their own side*, and certainly honest, competent, and not remarkably unintelligent or uninformed,) "for adjudication."

The first was whether the Choctaws were either *entitled* to, or, if not, whether they should be *allowed*, the net proceeds of their lands ceded in 1830, with certain deductions; and, if so, what price per acre should be allowed them "for the lands remaining unsold," in order that a *final settlement* with them might be *promptly* effected.

The second, whether they should be allowed a gross sum.

Whatever was awarded the Choctaws were to receive in full satisfaction of all claims, national and individual, and to bind and crown the whole it was added, "it being expressly understood that the *adjudication and decision* of the Senate *shall be final*."

This was on the 22d of June, 1855. On the 9th of March, 1859, the award was made. It awarded to the Choctaws the net proceeds of the ceded lands, with certain deductions, including all moneys paid them, and all scrip issued, (this estimated at \$1.25 per acre;) and 12½ cents per acre *for the residue of said lands*.

The Solicitor of the Treasury, at the instance of the Secretary of the Treasury, has compiled a one-sided statement of various extracts from papers that existed before the treaty of 1855, and then were, as they are now, of record or on file in the Departments of the Government. They were not unknown then, and were as accessible then as they are now. The undersigned recognizes them as old acquaintances. They were all urged against him and the other delegates who negotiated the treaty. They were all urged and met before the Committee on Indian Affairs of the Senate. They were the "case" of the United States; and every issue that they raised was disposed of by the "adjudication and decision" of the Senate. The treaty was made upon full knowledge of the

whole; the award was made upon the full knowledge of the whole, *and of much more*; for the Choctaws had a "case" also, and proof sufficient to satisfy the tribunal whose judgment it had been agreed should be final.

For all reply to all these matters the Choctaw people, by their delegates, refer the Congress of the United States to their case, as presented at the time, and to the report of the committee of the Senate on which the award was made, which are laid before it with this communication.

The Choctaw people decline to discuss again matters disposed of by the award. The solicitor-general has made no new discoveries, and presents no questions not long ago settled. All that preceded the award is beyond his reach. The time for the general resurrection of the dead has not yet come.

The Choctaw nation and people do, therefore, hereby formally rely upon and plead as *final* and *conclusive* as to their right to the net proceeds of their lands, with the deductions specified, and to the price per acre fixed for the residue, the *award, adjudication, and decision* of the Senate of the United States.

They might with ease point out the suppression of matters equally well known and accessible, not in favor of the United States, and not adverted to by the Solicitor of the Treasury, and with ease confute all his material conclusions; but to engage in that, even to replying to a single point of fact, would be to concede that the United States may now impeach and go behind the award, on the ground that it was contrary to the evidence.

They rest their demand against the United States upon the simple proposition that the award cuts off all such inquiry; that it is final, and absolutely concludes and estops the United States as to all matters that went before. If it is not, no judgment of any court, no award, no treaty, no act of Congress, no oaths, would be worth to the Choctaws the paper on which they might be written. There *can* be no finality, if there is no finality already.

The Solicitor of the Treasury argues that neither House of Congress, after the award was made, "considered the previous action of the Senate in making the award in favor of the Choctaws, as a board of referees, as binding." The whole matter was submitted "*for adjudication*" to the Senate; and the treaty provided that "*the adjudication and decision*" of the Senate should be final. The phrase "a board of referees" is a dexterous, but not a fair one. The word "*adjudication*" has a precise technical meaning, and was no doubt used to give the strongest assurance possible of finality. The Senate was made a *tribunal*, to give *judgment*, and that in the last resort.

The finality of the award was never disputed by *either body* of the Congress. It could not *but* be final. The Senate, having made it, was no longer arbitrator. Its functions as such then ceased; and it could not revise its actions without a new authority. So your own courts hold in cases between individuals. Between nations, the law is the same. And the Senate treated it as final, by directing the account *under it* to be reported, not to itself, but to Congress, and it was reported to both houses. After that the only matter of dispute was as to the correctness of the account. What individual members of Congress said is little to the purpose.

The Choctaw people understand it to be certainly the law that the United States *cannot*, by any *legislative* action, open or in any way affect the award. They may refuse to pay, as any man may refuse to

pay, after final judgment; but that will not in the least touch its life, and it will none the less remain a solemn and final judgment. They understand that it cannot be set aside by a *judicial* tribunal, on any of the grounds on which the Solicitor proposes to impeach it. It concluded the matters in controversy, and passed upon and settled all of them.

When the Secretary of the Treasury advises Congress not to pay the award, he advises it to annul rights because they have the *power* to do it, and violate pledges as strong as any nation can give.

In your controversies with foreign nations, you rely upon the authorities of publicists—of Vattel, Grotius, Puffendorf, and others, who expound the law of nations. Vattel, a safer adviser for those who are jealous of the national honor than the Solicitor of the Treasury, thus characterizes the conduct which the latter recommends to Congress:

It is a settled point in natural law that the breach of a perfect promise is a violation of another person's right, and as evidently, an act of injustice as it would be to rob him of his property. * * * The reproach of *perfidy* is esteemed by sovereigns a most atrocious affront, yet he who does not observe a treaty is certainly perfidious, since he violates his faith. (Book II, ch. xv, sec. 163.)

And the same writer says as to awards:

When once the contending parties have entered into articles of arbitration, they are bound to abide by the sentence of the arbitrators. They have engaged to do this, and the faith of treaties should be religiously observed. But it is only upon the points submitted that the parties promise to abide by their judgment. If their sentence be confined within these precise bounds the disputants may acquiesce in it. They cannot say that it is manifestly unjust, since it is pronounced on a question which they have themselves rendered doubtful by the discordance of their claims and which has been referred, *as such*, to the decision of the arbitrators. Before they can pretend to evade such a sentence they should *prove*, by incontestable facts, that it was the offspring of corruption or flagrant partiality. (Book II, ch. xviii, sec. 229.)

It was your own tribunal, *your* Senate, that made the award and adjudication. You had, in your public offices, the records and the testimony. Our statements of particulars were made from these records, and their correctness was verified. Nearly four years elapsed between the treaty and the award. Surely there was ample time for examination and consideration. "The Senate," the Solicitor says, "evidently understood but very little about the matter when they made the award," and that it "was adopted without debate at the close of a session of Congress." When the House of Lords decides an equity case, or an appeal from Scotland, the law-lords examine the case and give their opinions, and the others, in general, "understand very little about the matter." Was it ever attempted to impeach their judgment on that ground? What does either House understand in three-fourths of the matters that go to committees of conference and are reported back "at the close of the session"—about the bills as agreed on and reported? How many measures are adopted, involving vast sums, about which nine-tenths of the members know nothing at all? How many acts are passed without a quorum? How many treaties confirmed without one? When can the Senate or the House itself be said to investigate matters that pass by hundreds on the reports of committees?

The Committee on Indian Affairs had the confidence of the Senate. It was entitled to it. There were upon it, besides the chairman, Senators Clark of New Hampshire, and Doolittle of Wisconsin, with Houston of Texas, and others, careful and painstaking men, and they heard argument, and, during many months, patiently considered the case, and were unanimous in their conclusions. What more was needed?

Whether the tribunal understood the matter or not is of no importance. It was your own body, and it is not for your officer to allege

that against the award. Whether all the matters stated by him were known to this Senator or the other, or to what particular officer of the Government, is wholly immaterial. They were known to the *United States*, and were in the custody of their officers. The opinion of the Solicitor assumes that the Commissioner of Indian Affairs, the Secretary of the Interior, and the President of the United States were ignorant of them, or did not consider them conclusive, and that the Committee on Indian Affairs was wholly in error, and greatly misinformed. These presumptions are not permissible. The United States cannot urge them, and they could not affect the award, even if they were all true. You write the history of your own transactions with us, and when, notwithstanding, we obtain from your own Senate a final judgment, your Solicitor and Secretary advise you to violate your pledge that it should be final, on the ground that the committee and Senate did not decide according to the history as you had written it.

You chose the tribunal. You had the records, as your officers had made them. We had only justice and weakness on our side. Surely you will not say that there was collusion with us on the part of the Senate; that it was corrupt; or that it *neglected* to make the necessary examination? What does it matter what this or the other Senator said or thought? The English commissioner delivered a dissenting opinion at Geneva. If the consequential damages had been decided to be within the treaty, what would it have mattered that England underestimated the amount of damages? Can awards be avoided by the losing party on such grounds? Are the United States prepared to settle it as a precedent to bind them that they may? What if the Senate was negligent or incompetent? In what court under heaven would man or nation be heard so to impeach the character of his own arbiter?

We appeal to your own law, the decisions of your own courts. You make the law; we do not. Is it to be tolerated that you should not be bound by it?

The English decisions are authority with you. Your courts cite them, and decide in accordance with them. In *Boutillier vs. Thick*, 1 Dowl. & Ryl., 366, it was held that where matters of fact and law are referred to an arbitrator, his award is final and conclusive if he is silent as to his law. "We cannot," the court said, "interfere, though he is wrong."

What we have quoted from Vattel and Grotius was quoted and adopted as the law by your Court of Claims, when the question was whether, upon a submission by the United States and Portugal of a claim of a citizen of the United States to a foreign monarch, whose award was palpably against the law of nations, that award was final; and the court held it to be so, in the case of the *brig Armstrong*, reported to the House of Representatives, and printed as House report, Thirty-fifth Congress, first session. Report of Court of Claims, No. 149. See pp. 153, 164.

Mr. John Quincy Adams, when he was your Secretary of State, in 1823, said in regard to that case, "unacknowledged, unsettled, unliquidated claims form the natural subject of negotiation; and of all negotiations, the necessary and essential character is compromise." *Id.*, 156.

"An arbitrator," Lord Thurlow said, in *Knox vs. Simmonds*, 1 Ves., p. 869, "may relieve against a right which bears hard upon one party, but which, being acquired *legally* and without fraud, could not be resisted in a court of justice." Yet the Solicitor of the Treasury pleads a *release*, extorted for grossly inadequate consideration before the negotiations

for the treaty commenced, and advises Congress that it is still an absolute bar!

"Arbitrators," Lord Talbot said, in *South Sea Co. vs. Burnstead*, 2 Eq. Cas., Ab., 80, pl. 8, "are not confined within the rules of law or equity, and may make allowances that could not be made in a court of judicature."

The court said, in *Sharman vs. Bell and others*, 5 Maub. & Selw., 504, "Where the merits both in law and fact are referred to an arbitrator of competent knowledge, as we must presume a gentleman at the bar to be, and there is not any question reserved by him, the court will not open the award, unless something can be alleged, amounting to a *perverse* misconstruction of the law, or *misconduct* on the part of the arbitrator."

A judge of the Supreme Court of the United States said, in *Kleine vs. Catara*, 2 Gallison, 61, that referees are not bound by dry principles of law, but may award according to equity and conscience; and that a general award is conclusive, both as to the law and facts, unless there be fraud or misbehavior.

In *Burchell vs. Marsh*, 17 Howard, 344, your Supreme Court said, that if an award be within the submission, and contain the honest decision of the arbitrators, after a full and fair hearing, a court of equity will not set it aside for error in law or fact. What does the Solicitor now allege but error in fact? The award here was precisely within the submission. Was not the decision an *honest* one; or will you aver that the Senate was *dishonest*? There was a full and a fair hearing. The United States asked for no longer time, nor for a further or fuller hearing.

Neither can the arbitrators be called on, at law or in equity, to disclose the grounds on which they made their award. *Kingston vs. Kincaid*, 1 Wash. C. C. Rep., 448. Nor will courts enter into an examination of evidence not before the referees. *Hurst vs. Hurst*, *id.*, 56.

And, as to treaties, it is said by Vattel that "Treaties are no better than empty words, if nations do not consider them as engagements to be respected—as rules which are to be inviolably observed throughout the whole earth." "If we might recede," he says, "from a treaty because we find ourselves injured by it, there would be no stability in the contracts of nations." Book II, ch. XVI, §§ 219, 158.

Treaties with tribes of our people are as much a part of the supreme law of the United States as treaties with foreign nations are. They are equally as binding, also, on the conscience of the nation. Indeed, they are more so, for you are strong and we are weak; we are under your protection, and you can dictate, and always have dictated, what we should sign. Your Constitution forbids your States to enact laws impairing the obligation of contracts, because such laws are immoral, dishonest, and wicked. Will you take the advice of the Solicitor of the Treasury, and do what your Constitution brands as disreputable and indecent in the commonwealths that compose the nation? God forbid!

No one can help knowing that if the Choctaw people could sue upon this award in a court of justice, it could not be impeached. In the face of the treaty stipulations that it should be *final*, and an *adjudication*, no court would permit the matters raised by the Solicitor to be discussed at all. It would not be allowed even between individuals. It is still less permissible between States, even if one be feeble and a dependent. When the Senate confirmed the treaty it accepted the functions of arbitrator. It was not supposed to be necessary to guard against corruption or injustice. The body was too high a one, of a character too pure and stainless, for the possibility of either to be ad-

mitted. Therefore it was declared that the award should be final, without any reservation, and the Senate, a party to that agreement, took upon itself the duty.

The idea that when a man obtains a judgment against another, before a tribunal whose decisions the supreme law declares shall be final, and all the facts are before it, or the losing party could have had them before it, the winner can be again made to discuss them, when the court was compelled to pass upon them in adjudicating the case, is simply preposterous.

The Choctaw people could suppress none of these matters. They were all of public record, not in their custody. It must be presumed that they were known to the committee, and that where they do not sustain the award there was other evidence. That presumption obtains in favor of the pitifullest court, and one cannot even have a new trial at law for newly-discovered evidence if it is merely corroborative. Here there is no new evidence. It all existed before, and was all in your possession.

If the award had been against *us*, all men know it *would* have been final. *We* would never have been permitted to impeach it on any ground. The Choctaw people would not have attempted it. Having *agreed* that it should be final, they would have abided by it. The United States would have listened with silent indifference to any attempt on our part to open the matter again; and it is not permitted among honest men that one shall be *bound* by a bargain between two, and the other be *loose*. A nation would not relish the imputation that it resorted to mental reservation, and played a game at which it might win and *meant* not to lose.

When the Solicitor of the Treasury advises you to regard the "release" of which he speaks, made before the treaty, and of course *relinquished* by it and the award, as still binding, he seeks to put the United States in the odious attitude of one seeking to have, by a new fraud, the unconscientious advantage obtained by a hard bargain with those at its mercy, and which for very shame it had consented not to rely on or profit by.

The advice is idle. If the settlement of an account is the consideration for a release, and the settlement can be successfully impeached, the release has no operation in equity. *Kelsey vs. Hobbey*, 16 Peters, 269. And no release or receipt is worth a farthing when it is exacted in full upon payment of part. It is good only for the amount actually paid.

This is especially the case in transactions between guardians or tutors and curators and their wards, and in regard to receipts and releases by heirs. Such transactions are declared to be "against conscience, and hard bargains," and in the case of seamen a release under seal will have no effect in a court of admiralty beyond the actual consideration fairly paid.

The exaction of the release in question was an act not fit to be done. Those in whose charge the honor of a great nation is should be exceedingly careful not to permit such exactions from those who are the dependents and under the protection of the nation. They are wrong upon their face. They are always wrong in fact, and, as one of your courts said (in *Whitney vs. Eager*, Crabbé, 422) in regard to a release exacted from a sailor, "Such a condition should be regarded as an attempt to impose upon, and as betraying a consciousness of wrong, and a desire to get rid of it in that way."

The Solicitor of the Treasury more than once speaks of the large amount of the claim of the Choctaw people, and in alluding to what

passed in conversation in the Senate upon the subject, seems inclined to impute to the chairman of the Committee of Indian Affairs intentional misrepresentation as to the amount. The simple truth is that no one was aware how good a speculation the United States had made out of the lands, or of the amount per acre for which they had been sold, or of the amount and value of those with which, at our expense, they had been generous.

Large or small, all that the award gives us is *what the United States has received* for what they forced us to cede to them, so far as they have sold the lands, and 12½ cents an acre for what they have given away and otherwise not sold, *after repaying to themselves all expenses and every dollar ever received by our people under the treaty.* It is hardly credible that this is complained of as a hard bargain. It is precisely what the United States agreed by treaty to do with the Chickasaw lands, ceded soon after; and it is precisely what we distinctly understood, when the treaty of 1830 was made, was to be done with ours. We proved that by General Eaton, and that we were *forced* to make the treaty; as we proved that, although *every one* of our people had the right to remain in Mississippi, and have reservations of land secured to them, they were *forced* to remove to the West, and forced to take for lands and improvements worth in the aggregate ten times as much, scrip nominally worth a dollar and a quarter an acre, and then forced, *for the benefit of speculators and thieves*, to receive half of that scrip in such a manner and at such a time as to make it worth to us not fifty cents an acre.

We were distinctly and again and again assured that the United States did not want to make any profit out of our lands, and that we should have all that they might make by selling it. The treaty, the Solicitor says, does not bear that construction. It is very likely. A white man wrote it. It is not the only case in which treaties so written have been found to read not as the Indians supposed they did. Why was it said in the treaty that the United States would hold our lands "in trust" if they did *not* take them in trust, but for their own benefit? Was it that the lands should be *mortgaged* to us, or we have a lien on them, to *secure* specific amounts promised us? How could we enforce such a lien, and what security is it to a creditor to have such a lien if the lands are to be sold by the debtor, and that debtor to receive the proceeds, and if he cannot be sued?

Was that expression inserted merely to *deceive* the Choctaw people? If so it was a disgraceful fraud. If not, it is easy to characterize the decision of the interested party that it meant *nothing*. It is a fraud to insist on the benefit of a mistake. Can a man be *trustee* for himself? If he holds the lands in *trust*, how are they his *own*? Your laws, by which you construe your own contracts in your favor, may warrant a decision that this did not mean that we were to have the benefit of the sales of our lands; but you moralists say that one only deals honestly when "the *measure* of his affirmation or denial is the understanding of the party with whom he contracts in any matter whatever."

You have a rule of law that when a man makes a will, and by it leaving property to a relative, declares it to be his *hope* or *expectation* or *belief* that he will apply a part of it to the benefit of other relatives, this creates a *trust*, and a court of equity will enforce it. Whether, according to the *words* of the treaty, construed according to your rules and laws, you hold our lands in trust for our exclusive benefit, you so held them in honesty and honor, and if God interprets contracts, He so interprets yours. There is no other arbiter than He between us; for the doors of your own courts do not open to *Indians*.

Upon the whole case, the Senate considered the Choctaw people *entitled* to what *profit* the United States had made of their lands, and they awarded these profits to them. By treaty the United States agreed in 1832 to give the Chickasaws the profits of *their* lands. By treaty of 1855, and solemn award under it, they agreed to give us the profits of ours. Why shall not the Secretary of the Treasury advise the rescission of the agreement with the Chickasaws also, and have the opinion of some law-officer in aid of his advice? Would it be any more discreditable than to repudiate the treaty and award that give us only what you hold that is ours? Had treaties and awards become less binding on the conscience of the nation in 1855 and 1859, than treaties alone were in 1852? What has anything that preceded the treaty to do with a question like this? The Senate felt that a great rich nation should be *ashamed* to keep the profit it had made by selling lands so obtained, and executed the contract of 1830 according to God's interpretation of it. The labored effort of the Solicitor becomes mere babble in view of that.

As to what is said by the Solicitor, in note to the first page of his letter, in regard to the *line* between the Choctaw and Chickasaw cessions, it is only necessary to say that no part of the lands claimed by the Choctaws to have been ceded by *them* have been sold and accounted for as Chickasaw lands by the United States, under their agreement to sell for the Chickasaws all the lands ceded by them, and account to them for the proceeds. If they are not accounted for to the Choctaws, they will have been obtained by the United States for nothing, or else from neither. It would be rather sharp practice now to *claim* them as ceded by the Chickasaws after *selling* them as Choctaw lands, and so avoid paying either nation for them.

To what end should the Choctaw people embark again upon a sea of discussion? Forty-two years and more have elapsed since the treaty of 1830 was made, and nearly all the persons entitled to anything under it are dead. Of the four delegates who negotiated the treaty of 1855 the undersigned alone remains. Of their three counsel, also, only one lives. Rather than re-engage in the consideration of the matters that were fully discussed before the treaty was made, they and the Choctaw people would abandon the whole.

To what end? If the award is set at naught, will *any* compromise you can make bind you? Will any new award or any judgment or any law give us more certain assurance? If, upon a re investigation, a less amount should be promised to be paid to us, can we now have any sure guarantee that it will be paid? *None that the Choctaw people could trust to*, even if you sealed it with oaths and strengthened it by all the sanctions of religion. It would be a mockery to do that, fresh from the violation of a former treaty and the annihilation of an adjudication to the finalty of which we had your pledge. It was made that we might have a speedy settlement; and the winter of our lives has come, and we have no settlement yet.

Let your guarantees and promises be what they might, who could answer for a future Congress, or that a future Secretary, years hereafter, might not interfere to prevent the payment of the moneys adjudged in accordance with your contract? If we cannot rely upon your promises and a judgment now, how can we expect to fare any better then?

The United States has the *power* to refuse to pay us what their Senate has awarded. Of course we have no remedy. Your laws forbid your Court of Claims to entertain any suit upon a claim under an Indian treaty. If the United States should thus utterly cancel the award, we

must submit in silence, for who will hear *our* voice? In a great republic we are the only human creatures who have no rights, because we have no remedy to enforce any right. But the Choctaws will never *consent* that the award shall be annulled or in the least jot or tittle diminished. They will not consent to any compromise, because they will not even by implication admit that the award is unjust, ill-considered, or excessive. If it is repudiated they will still remain the creditors of the United States, entitled to interest on the award, and the day will come when a sense of justice will compel its payment in full. They can wait, and if never to be paid, they will leave it and the broken promises of the United States as a legacy to those who are to come after them.

I have the honor to be, with respect and consideration,

Your obedient servant,

P. P. PITCHLYNN,
Choctaw Delegate.