Papers : Mr. Dolph

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IN THE SENATE OF THE UNITED STATES.

FEBRUARY 4, 1889.—Presented by Mr. Dolph, referred to the Committee on the Judiciary, and ordered to be printed.

PAPERS TO ACCOMPANY SENATE JOINT RESOLUTION NO. 134, FOR THE OBSERVANCE OF TREATY STIPULATIONS AND TO AID THE ADMINISTRATION OF JUSTICE.

MEMORANDUM FOR THE USE OF THE JUDICIARY COMMITTEE.

The decision of the Supreme Court (119 U. S., 1) gave to the Choctaw Nation upon three claims as follows:

<table>
<thead>
<tr>
<th>Claim Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net proceeds</td>
<td>$2,981,247.30</td>
</tr>
<tr>
<td>Annuities</td>
<td>59,449.32</td>
</tr>
<tr>
<td>Boundary</td>
<td>68,102.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,938,798.62</td>
</tr>
</tbody>
</table>

On 29th June 1888 (25 Stat., 239), Congress appropriated in satisfaction of the judgment $2,858,798.62.

But by law the judgment bore interest at 5 per centum per annum from 16 December, 1886, to 29 June, 1888 (see certificate of Secretary of Treasury), a period of 1 year 6 months and 13 days, to wit, 1886 12 16

The interest on the $2,858,798.62 for the 1 year 6 months and 13 days amounted to $3,078,495.33 (See certificate of Secretary of Treasury) making $3,078,495.33 to be the aggregate of principal and interest subject to the requisition of the Choctaw authorities on July 3d, 1888.

But we are dealing particularly with the "net proceeds claim," which we find, July 3, 1888, to have been, principal and interest, as follows:

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,731,247.30</td>
</tr>
<tr>
<td>59,449.32</td>
</tr>
<tr>
<td>68,102.00</td>
</tr>
<tr>
<td>$2,858,798.62</td>
</tr>
</tbody>
</table>

Seventeen days are of a month, consequently this is the computation of the interest for 13 days:

| 11, 380, 1970    |
| 34, 140, 5910   |
| 113, 901, 970    |
| $4, 931, 4187    |

13 days

$4,931,4187$ interest for 13 days.
So that we have, principal ................................................. $2,731,247.30
Interest for 1 year ...................................................... 136,562.36
Interest for 6 months .................................................... 63,231.19
Interest for 13 days ....................................................... 4,931.41

Total .................................................................................. 2,941,022.26

Now, one-half, i.e., 50 per cent. of these 2,941,022.26 belonged clearly to the nation, which was 1,470,511.13 nation’s money. The other 50 per cent., or one-half, was for division; 20 per cent. to four delegates, and 30 per cent. to attorneys; that is to say, ten 5 per cts.

Now, each 5 per cent. would be \( \frac{1}{10} \) of 1,470,511.13

To wit .................................................................................. $147,051.11
McKee was given authority to receive 25 per cent., i.e., five 5 per cts. ......................................................... 147,051.11

But he actually got $783,763.82, i.e., more than the 25 per cent.

Now, as each 5 per cent. called for only 147,051.11
and as the delegates were entitled to only 20 per cent. i.e., four 5 per cts., it is easy to see that that amounted to only 588,204.44
But Campbell, Le Floie, and McCurtain received 638,944.46, which, as it is easy to see, was just $50,740.02 more than the 20 per cent. for the delegates.

[First paper.]

M’KEE’S CONTRACT WITH CHOCTAWS.

Whereas the Council of the Choctaw Nation or tribe of Indians did, by resolution approved November 9th, 1853, appoint P. P. Pitchlynn, Israel Folsom, Dixon H. Lewis, and Samuel Garland, of the Choctaw Nation, as delegates to proceed to Washington with full powers and authority to prosecute the claims of the Choctaw people against the United States, arising from the sale of lands east of the Mississippi River, ceded by the Choctaw Nation to the United States, and for other purposes, which power and authority of said delegates was reaffirmed by the Choctaw Council by resolution approved November 10th, 1854, with power to enter into contracts, and in the name of the Choctaw people to do whatever in their judgment was necessary to a final adjustment and settlement of the aforesaid claims of the Choctaw people against the United States; and

Whereas on behalf of the Choctaw people we have employed James G. Blunt, of the city and county of Leavenworth, State of Kansas, and Henry E. McKee, of Fort Smith, Arkansas, as counsel to prosecute said claim, and recover the same to the Choctaw Nation or people, it is, therefore, stipulated and agreed that for services rendered and money expended and to be expended by them in the prosecution of said claims, the said James G. Blunt and Henry E. McKee shall receive
OBSERVANCE OF TREATY STIPULATIONS, ETC.

thirty (30) per centum of the one million eight hundred and thirty-four thousand and eighty-four ($1,834,084) dollars awarded and due to the Choctaw people by the United States, or of any sum that may be paid by the United States on account of said claim, which 30 per centum of said claim shall be paid to said Blunt and McKee, or their legal representatives, whenever the money or bonds arising from said claim shall come into the possession of the party or parties authorized by the Choctaw people to receive the same.

The said Blunt and McKee to pay to Mrs. John T. Cochran, of Washington City, D. C., (5) five per centum from the (30) thirty per centum before referred to, whenever they shall receive the same, and the said Blunt and McKee further agree to adjust the claims of all parties who have rendered service heretofore in the prosecution of said claim upon the principle of equity and justice according to the value of the services so rendered.

In witness whereof we have hereunto set our hands and affixed our seals, this 16th day of July, A. D. 1870, at the city of Washington, D. C.

Witness:

MARTIN W. CHOLLAR.

C. G. LUMBARDI.

By P. P. PITCHLYNN,

His Attorney in Fact.

JAMES G. BLUNT.

HENRY E. MCKEE.

Whereas the claims herein referred to have been referred by act of Congress of March 3, 1881, to the Court of Claims and Supreme Court of the United States, to ascertain the amount due to the Choctaws, and whereas a separate contract has been made by Peter Folsom, now the sole delegate of the Choctaw Nation, with John B. Luce, dated April 26, 1881, and approved by the proper departmental officers, May 24, 1881, for five per cent. of the within-mentioned claims, and whereas the said contract has been made in harmony with the object of this contract and with the consent of the parties thereto; therefore, this indorsement is made for the purpose of showing that whatever may be paid by the United States, or by the Choctaws on account of the contract with said Luce, shall be construed to be a payment under the within contract, and shall be so credited to the Choctaws at the final payment of the same.

This indorsement is made hereon and signed by the parties hereto, this 10th day of June, 1881, at the city of Washington, D. C.

P. P. PITCHLYNN. [seal.]
PETER FOLSOM. [seal.]

By P. P. PITCHLYNN,

His Attorney in Fact.

JAMES G. BLUNT. [seal.]
HENRY E. MCKEE. [seal.]

To whom it may concern:

The undersigned, having been employed (in connection with Henry McKee, of Fort Smith, Ark.) by the authorized delegation of the Choctaw Nation to prosecute and collect from the United States the claim known as the Choctaw "net-proceeds claim," I hereby authorize the
said Henry McKee to employ such additional counsel to assist in the case as he may deem proper, hereby giving full assent to whatever he (the said McKee) may do in the premises.

JAMES G. BLUNT.

[Second paper.]

M'KEE'S CONTRACT WITH CHOLLAR.

Whereas, on the sixteenth day of July, 1870, P. P. Pitchlynn, Peter Folsom, Jas. G. Blunt, and Henry E. McKee entered into an article of agreement, to wit:

Whereas, the council of the Choctaw Nation or tribe of Indians did by resolution approved Nov. 9, 1853, appoint P. P. Pitchlynn, Israel Folsom, Dixon H. Lewis, and Samuel Garland, of the Choctaw Nation, as delegates to proceed to Washington with full power and authority to prosecute the claims of the Choctaw people against the United States arising from the sale of lands east of the Mississippi River, ceded by the Choctaw Nation to the United States, and for other purposes, which power and authority of said delegates was reaffirmed by the Choctaw Council by resolution approved Nov. 10, 1854, with power to enter into contract, and in the name of the Choctaw people to do whatever in their judgment was necessary to a final adjustment and settlement of the aforesaid claim of the Choctaw people against the United States; and

Whereas, on behalf of the Choctaw people we have employed Jas. G. Blunt, of the city and county of Leavenworth, State of Kansas, and Henry E. McKee, of Fort Smith, Arkansas, as counsel to prosecute said claim and recover the same to the Choctaw Nation or people:

It is, therefore, stipulated and agreed that for service rendered and money expended and to be expended by them in the prosecution of said claims, the said Jas. G. Blunt and Henry E. McKee shall receive (30) thirty per centum of the one million eight hundred and thirty-four thousand and eighty-four dollars ($1,834,084) awarded and due to the Choctaw people by the United States, or of any sum that may be paid by the United States on account of said claim, which (30) per centum of said claim shall be paid to the said Blunt and McKee or their legal representatives, whenever the money or bonds arising from said claim shall come into possession of the party or parties authorized by the Choctaw people to receive the same. The said Blunt and McKee to pay to Mrs. John T. Cochran, of Washington City, D. C., (5) five per centum from the (30) thirty per centum before referred to whenever they shall receive the same; and the said Blunt and McKee further agree to adjust the claim of all parties who have rendered service heretofore in the prosecution of said claims upon the principle of equity and justice according to the value of services so rendered.

In witness whereof, we have hereunto set our hands and affixed our seals, this sixteenth day of July, A. D. 1870, at Washington, D. C.

P. P. PITCHLYNN.

SEAL.

PETER FOLSOM.

SEAL.

By P. P. PITCHLYNN, atty. in fact. SEAL.

JAS. G. BLUNT.

SEAL.

HENRY E. MCKEE.

SEAL.

Witnesses:

MARTIN W. CHOLLAR.

C. G. LOMBARDI.
Now, therefore, be it it known, that we, the said Jas. G. Blunt and Henry E. McKee, of the foregoing contracting parties, do by these presents bind ourselves, and our legal representatives, to pay to Martin W. Chollar, of Louisville, Ky., or his legal representatives, as a consideration for his services rendered in obtaining the foregoing mentioned contract or agreement from the representatives of the Choctaw Nation and for other purposes \( \frac{1}{3} \) one-third of all the moneys or values received from the Choctaw Nation or its representatives or attorneys on account of our services as counsel or otherwise, in accordance with the stipulations of the foregoing mentioned agreement or contract, after deducting all the necessary expenses incurred by us in the prosecution of the before mentioned claims of the Choctaw people or Nation, and we agree to keep an account of all said necessary expenses, which shall be open to the inspection of said Chollar and to consult said Chollar in regard to all expenses which may be incurred by us for the purposes above stated excepting only the names of such parties as can not be mentioned without a betrayal of confidence and a breach of good faith.

In witness whereof we have hereunto set our hand and affixed our seals, this sixteenth day of July, A. D. 1870, at Washington, D. C.

Jas. G. Blunt. [SEAL.]
Henry E. McKee. [SEAL.]

Witness:
C. G. Lombardi.

[Third Paper.]

WEED’S LETTER TO LEFLORE.

Washington, D. C., Feb’y 12, 1888.

Col. Campbell Leflore,
Fort Smith, Ark.:

My dear Sir: Mr. McKee has suggested to me that the Choctaw council might desire some assurance from the other attorneys who have claims against the “Net Proceeds Claim” for services alleged to have been rendered by them, of their willingness to trust McKee for their money, and not annoy and harass the Choctaws with claims and suits, if he, McKee, should fail to settle with them to their satisfaction as his contract for thirty per cent. compels him to do. So far as I have ever heard, everybody is willing to trust McKee if the Choctaws appropriate the thirty per cent. which his contract calls for. So far as I know, or have ever heard, every lawyer who has ever rendered service or pretends to have rendered service, in regard to the “Net Proceeds Claim,” expects (to) get his pay out of the thirty per cent. and to get it through McKee. For myself, I expect to be paid by Mr. McKee out of his thirty per cent. I have no claim against the Choctaw Nation if McKee’s thirty percent. is paid, even if he should not pay me, but of this I have not the slightest doubt.

McKee’s contract requires him to stand between the Choctaws and “other attorneys who have rendered service.” He would be liable to suit in the courts here and elsewhere, wherever he could be found, if he should neglect or fail to carry out his agreement with the Choctaws to settle and adjust the claims of other attorneys who have rendered service upon principles of equity and justice. The Choctaws would not be liable to any such suit anywhere, either here or in the Choctaw Nation. The only attorneys who have rendered services in the prosecution of the
OBSERVANCE OF TREATY STIPULATIONS, ETC.

Net Proceeds Claim, or who pretend to have rendered such service, and are not named in McKee's contract, are as follows:

1. Shellabarger & Wilson, whose fees are secured out of the five per cent., payable to John B. Luce.
2. Genl. J. W. Denver, who represents himself and Genl. Albert Pike. I understand they are willing to trust McKee, and look only to his thirty per cent. for payment.
3. Judge Cuppy, deceased. He had no contract with any one but McKee, and his executor looks only to McKee for payment.
4. My own fees are to be paid by McKee, and I have never expected them from any other source.
5. John T. Cochrane, deceased. Mr. McKee agrees in his contract to pay the widow of John T. Cochrane, deceased, five per cent. out of said thirty per cent., and I understand this arrangement is satisfactory not only to Mrs. Cochrane but to Mr. Cochrane's executor.
6. John H. B. Latrobe. He looks to Mr. McPherson, executor of Mr. Cochrane, for his fees. Whatever sum Mr. Latrobe or Mr. Cochrane's estate gets comes out of McKee's thirty per cent.
7. Ward H. Lamon claims as surviving partner of Hon. J. S. Black, deceased. It is a matter within my own knowledge that he asserts no claim against any other fund or against the Choctaws except the thirty per cent. covered by Mr. McKee's contract; and he expects and insists that whatever he gets shall come out of Mr. McKee's thirty per cent. and not out of the Choctaws.

If I could in any way get the ear and confidence of your Choctaw friends, I would assure them that the shortest and safest road, and the one most free from every possible complication, is for them to trust McKee as he has for so many years trusted them. He suggests to them no legislation that is not for their interest and success. He will lead them into no pit-falls or difficulties of any kind if, in the exercise of their usual wisdom and good sense, the general council shall enact the statutes which have been carefully prepared not only for his own protection but for that of the Choctaws.

Yours, truly,

JNO. J. WEED.

The foregoing statement of the case by Mr. Weed is just and fair, and I assent to the proposition in behalf of myself and General Albert Pike.

J. W. DENVER.

This is to certify that the above and foregoing is a true and correct copy from the original letters of the above named Jno. J. Weed and J. W. Denver now on file in this office.

Witness my hand and seal of office this October 22, 1888.

A. TELLER.

Nat. Sec'y. C. N.

[Fourth paper.]

ACT CHOCTAW COUNCIL.

AN ACT asking for the payment of the judgment of the Court of Claims of the United States in favor of the Choctaw Nation.

Whereas the Court of Claims of the United States, pursuant to a mandate of the Supreme Court of the United States, did, on the 15th day of December, 1886, render a judgment in favor of the Choctaw Nation
for two million eight hundred and fifty-eight thousand seven hundred
and ninety-eight and sixty-two one-hundredths dollars ($2,858,798.62);

And whereas the Choctaw Nation, by its delegate, Campbell La Flore,
did, by a memorial presented to Congress, demand from the United
States the payment of the said judgment; therefore,

Be it enacted by the general council of the Choctaw Nation assembled,
That the said memorial demanding an appropriation for the payment
of the said judgment is hereby approved and adopted.

(2) Be it further enacted; That the Congress of the United States is
hereby requested to appropriate the full amount of the said judgment
and interest thereon from the date of the rendition thereof, as and for a
permanent and continuing appropriation, not subject to lapse or to be
covered into the Treasury of the United States; the same to be paid
over from time to time, and in such sums and at such places as may be
required, directly to the national treasurer of the Choctaw Nation, or
to such agent or other person as shall be named in the requisition of
the proper authorities of the Choctaw Nation, and the proper authorities
of the Choctaw Nation, for the purpose of making such requisition
or requisitions, is hereby declared to be the general council of the Choc‑
taw Nation, or such officer or other person as shall be designated and
authorized by an act or resolution of the said general council for that
purpose; and such requisition or requisitions when made shall be taken
and accepted as, and is and are hereby declared to be, the requisition
of the proper authorities of the tribe provided for by Article XII of
the treaty of 1855.

(3) Be it further enacted, That the foregoing act shall take effect and
be in force from and after its passage, and all acts in conflict with this
act are hereby repealed, especially an act passed and approved Octo‑
ber, A. D. 1873, "defining the duties of the national treasurer in con‑
nexion with the net proceeds claim."

This bill is reported to the general council with the recommendation
that it pass.

February 22, 1888.

Approved February 25, 1888.

BENJ. J. WOODS,
Chairman Committee.

T. MCKINNEY,
Prin. Chief C. N.

This is to certify that the above and foregoing is a true and correct
copy from the original act now on file in this office.

Witness my hand and the seal of the Choctaw Nation, this 9th day of
June, A. D. 1888.

A. TELLER, [SEAL.]
Nat. Secty C. N.

[Seal.]

[Fifth paper.]

ACT OF CHOCTAW COUNCIL.

AN ACT to authorize requisition to be made for the payment of a portion of what may be appropri‑
ated by Congress in satisfaction of the judgment of the United States Court of Claims in favor of
the Choctaw Nation.

Be it enacted by the general council of the Choctaw Nation assembled,
That Campbell La Flore, the authorized delegate of the Choctaw Na‑
tion, or in the event of his death or inability to act, then Edmund Mc‑
Curtain be, and he is hereby, authorized and directed for and on behalf of the Choctaw Nation to make requisition before the proper authorities of the United States in such form as may be required by such authorities, for the payment to Henry E. McKee of the sum of seven hundred and seventy-eight thousand eight hundred and thirty-nine dollars and sixty-five cents, to which there shall be added out of whatever there may be appropriated by Congress for interest on said judgment, interest on the sum of $714,699.63 out of whatever may be appropriated by Congress in satisfaction of the judgment of the Court of Claims rendered on the 15th ( ), 1886, in favor of the Choctaw Nation.

The same to be paid in such sums and at such times and places as shall be requested by said McKee, and such requisition, when made, shall be taken and accepted as, and is hereby declared to be, such requisition as is required by the twelfth article of the treaty of June 22, 1855.

(2) Be it further enacted, That this act take effect and be in force from and after its passage.

BENJ. J. WOODS,
Chairman Committee.

THOMPSON MCKINNEY,
Prin. Chief C. N.

ACT CHOCTAW COUNCIL.

AN ACT making provision for the payment of the amounts due under the contracts made by the delegation of 1858 with J. B. Luce, Henry E. McKee, and J. G. Blunt, and directing the national treasurer to pay to said McKee and Luce the amount due to each of them under said contract.

Whereas the authorized delegates of the Choctaw Nation, acting under the authority conferred by the acts of the national council passed subsequent to said date, did, on the 16th day of July, 1870, in good faith, and to secure and protect the best interests of said nation in regard to the net-proceeds claim, enter into a contract with Henry E. McKee and J. G. Blunt for the prosecution of said claim of said nation against the United States for a contingent fee of thirty per cent. of any amount they might recover and collect from the United States for the benefit of the nation on account of said claims; the said Blunt having died, the said McKee associated with himself and John B. Luce and other able and experienced lawyers, to assist him in the prosecution of said claim under said contract;

And whereas the said delegates, at the request of said McKee, did, on the 26th day of April, 1881, enter into a separate contract with said John B. Luce for the payment to him of five per cent. of the amount recovered from the United States by the prosecution of said claims, which said five per cent. to be paid to said Luce was, by a separate agreement of said McKee, stipulated should be credited upon the said thirty per cent. agreed to be paid to said McKee by the nation under said contract of July 16th, 1870;

And whereas the said McKee, by reason of his own labors and the aid and assistance rendered by his associates in the prosecution of said claims, has recovered a judgment against the United States in favor of the Choctaw Nation for the sum of two millions eight hundred and fifty-eight thousand seven hundred and ninety-eight dollars and sixty-two cents ($2,858,798.62), and the said McKee and his associates are
making proper effort to secure from Congress an appropriation for the payment of said judgment: Now, therefore,

Be it enacted by the general council of the Choctaw Nation assembled, That the said contracts, and each of them, are hereby acknowledged and recognized as valid and subsisting contracts with the Choctaw Nation, duly authorized by law, and the services required from said McKee and the said Luce under the said contract having been fully performed by them, they are, by reason of the stipulations of said contracts and by said performance by them of said stipulations, entitled to be paid by the Choctaw Nation the respective amounts agreed to be paid by the terms of said contract, and the right to such payment out of the proceeds of said judgment, according to the provisions and terms of said contracts, is a right protected by the Choctaw constitution.

SEC. 2. That in order to pay, satisfy, and discharge the obligations of the Choctaw Nation by the said McKee and Luce, under the said contract, there is hereby appropriated out of whatever sum may be appropriated by Congress for the payment of said judgment, thirty per cent. of the amount thereof, which said thirty per cent. is hereby authorized and directed to be paid as follows, to wit:

Five per cent. of the said amount appropriated by Congress for the purpose aforesaid shall be paid to the legal representatives or assigns of the said John B. Luce, deceased, less the sum of thirteen thousand dollars paid to said Luce in his lifetime by the Choctaw Nation, and twenty-five per cent. of the said amount appropriated by Congress shall be paid to Henry E. McKee, or to his executors, administrators, or assigns.

SEC. 3. And whereas, by the act of the general council of said nation, provision has already been made for making requisitions by Campbell La Flore, or, in the event of his death or other disability or refusal to act, then by Edmund McCurtain, for the purpose of making payments as hereinbefore specified, and as in said acts provided for: Now, therefore,

Be it further enacted, That if, for any reason, there should be a failure to make payment of the said moneys so specifically provided for in the said acts, the said parties respectively, as in this act and said other two acts is provided for, then it shall be the duty of the national treasurer of said Choctaw Nation to make requisitions in favor of said parties respectively, as provided for in the said two acts for the payment to them respectively of said sums named in said acts, and said requisition when made shall be taken to be the requisitions contemplated and required by article 12, of the treaty of 1855.

And as it can not be known in what form provisions will hereafter be made by Congress for the payment of the said judgment and interest, it is further enacted that if the said appropriation is so made that payment can not be made as contemplated by said two acts above named and so made as to require the payment of the said money into the treasury of the Choctaw Nation, or so as to require its payment otherwise than as contemplated in said two acts of said council heretofore passed, then it is hereby made the duty of the national treasurer of said nation to pay, and he is hereby directed to pay or to cause to be paid (by drawing such charter, drafts, or warrants, or by doing, such other acts as may be necessary) to the said parties respectively, or to their legal representatives or assigns, the several sums of money hereinbefore and in the said other two acts referred to and required to be paid, it being the intention of said general council, by said acts and by this act, to provide for and to secure to the said parties respectively the sums due to

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them respectively, as provided in this and said other two acts, and to provide for making such payments in conformity with and in obedience to whatever form or mode of payment may be rendered necessary by said appropriation by act of Congress yet to be made.

SEC. 4. That the sum of fourteen thousand one hundred and forty dollars shown to be due to the late John T. Cochran, deceased, by an act of the general council of November 1st, 1861, is hereby appropriated out of any money received from the United States in payment of said judgment, and the payment of said amount shall be made to said Henry E. McKee in the same manner, and at the same time that the payment of the said twenty-five per cent. shall be made to said McKee as herein authorized and directed.

SEC. 5. That the payments herein directed to be made shall, when made, either under this act, or said other two acts hereinbefore referred to, be taken and accepted as full and complete payment and final discharge and satisfaction of all the contracts and obligations of the Choctaw Nation to any and all attorneys for services rendered to the nation in the prosecution of said claim against the United States.

SEC. 6. That this act take effect and be in force from and after its passage.

Approved, Feb'y 25, 1885.

BENJ. J. WOODS,
Chairman Committee.

THOMPSON MCKINNEY,
Prin. Chief O. N.

[Seventh paper.]

REQUISITION IN FAVOR M'KEE ON U. S. TREASURY.

WASHINGTON, D. C., July 3d, 1888.

Hon. C. S. FAIRCHILD,
Secretary of the Treasury:

SIR: Please pay to Henry E. McKee the sum of seven hundred and fourteen thousand six hundred and ninety-nine and sixty-five one-hundredth dollars, with interest at five per centum per annum, from December 16th, 1886, to June 29th, 1888, together with the further sum of fourteen thousand one hundred and forty dollars, without interest, in accordance with the provisions of section 9 of an act "making appropriation for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes for the year ending June 30th, 1889, and for other purposes," approved June 29th, 1888, said sum to be charged to the appropriation of $2,858,798.62, with interest thereon at five per centum per annum, made by Congress to pay judgment rendered by the Court of Claims in favor of the Choctaw Nation.

Witness:

EDMUND MC CURTAIN.
MARTIN W. CHOLLAR.
JOHN J. WEED.

CAMPBELL LA FLORE,
Delegate of the Choctaw Nation.

On the back of which is the following endorsement: 264,980. Treasury Department, July 5th, 1888, respectfully referred to the Hon. First
Auditor for examination and settlement, payable from the appropriation for "payment of judgments of Court of Claims," as provided in an act making appropriation for the current and contingent (expenses) of the Indian department, and for fulfilling treaty stipulations with various Indian tribes for the year 1889.

Transcript of judgment inclosed herewith.

HUGH T. THOMPSON,
Assistant Secretary.

REPORT OF DELEGATES TO CHOCTAW COUNCIL.

NET PROCEEDS CLAIM.

[Bill introduced by Campbell La Flore and Edward McCurtain, Choctaw Delegates for Net Proceeds Claim.]

To the honorable the general council of the Choctaw Nation:
We beg leave to make the following report in accordance with the acts of the council passed and approved on the 25th day of February, 1888.

The Congress of the United States appropriated $2,858,789.62 together with interest on said amount at 5 per cent. per annum from the 16th day of December, 1886, to the 29th day of June, 1888, being $219,305.10, being $3,087,103.72 in payment of the judgment of the Court of Claims. Of this amount there has been drawn from the United States Treasury, on requisition made in accordance with the acts of the council, the following sums, to wit: Favor of,

J. B. Luce et al ........................................ $129,939.93
H. E. McKee ........................................... 783,763.82
Choctaw treasurer ..................................... 89,248.36
Choctaw delegation .................................. 638,944.16

Making in all drafts .................................. 1,641,896.57

The balance remaining in the Treasury of the United States subject to requisition of the general council $1,436,207.15.
The amount drawn in favor of the Choctaw treasurer was forwarded direct to him from the Treasury of the United States.
The amount drawn by J. B. Luce and H. E. McKee and the assigns of Luce were paid to them respectively direct from the United States Treasury, and were accepted by them in full and complete satisfaction of all indebtedness to them by the Choctaw Nation, as provided for in their respective contracts in connection with the prosecution of the Choctaw Nation proceeds claim.
The 20 per cent. due the Choctaw delegation was paid directly to us from the Treasury of the United States and was disbursed as follows:

Ascertained amount of expenses and obligations incurred in the prosecution of the claim, $356,600.30.
Ascertained amount due the delegates for time and personal expenses, $130,000.
The amount distributed to the delegates over and above the allowance to them for time and personal expenses, $152,344.16; amounting in all to $638,944.46.

And we further report that the construction put by the Secretary of the Treasury on the act of council under which requisition was made for the payment of Luce deprived Luce of interest appropriated by S. Mis. 2—35
Congress, to which he is clearly entitled, as will appear by act of council providing for the payment of the contracts of Luce, McKee, and Blount, and the interest so lost to Luce amounts to $10,975.05, which amount we hope the council will pay to him by a special act.

Respectfully submitted.


EDMUND McCURTAIN.

O.A. MBELL LA FLORE.

JUDGMENT AGAINST McKEE FOR CONTEMPT.


This case having come on to be heard this 17th day of September, A. D. 1888, on the order of this court heretofore made on the 11th day of September instant, and on the application of complainants heretofore made, and after bearing counsel for the respective parties, and after reading the affidavits and orders heretofore made in the cause, as well as the order made by this court on the 31st day of July last, wherein it appears that the said defendant Henry E. McKee was ordered by this court to forthwith pay to the clerk thereof the sum of one hundred and thirty-six thousand five hundred dollars ($136,500), as at large and more fully appears by said order now remaining in full force, and after being fully advised in the premises.

And it further appearing to the court that said defendant Henry E. McKee has not obeyed said order, although duly notified thereof, and has departed from the jurisdiction of this court, and neglects and refuses to pay the said sum as ordered: Now, therefore, it is ordered that the said Henry E. McKee be taken and deemed to be in contempt of the order of this court, and that a writ of attachment be issued to the marshal of the District of Columbia, commanding him to attach the body of the said defendant Henry E. McKee, if he be found within the jurisdiction of this court, and him safely keep and have him to appear forthwith before the supreme court of the District of Columbia, holding an equity court, then and there to show cause why he should not be committed for his contempt of the aforesaid order of this court.

W. S. Cox, J.