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Allotment of land to Choctaw and Chickasaw freedmen, etc.

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ALLOTMENT OF LAND TO CHOCTAW AND CHICKASAW
FREEDMEN, ETC.

JULY 17, 1897.—Referred to the Committee on Indian Affairs and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR, TRANSMITTING TWO COMMUNICATIONS FROM R. V. BELT, ATTORNEY FOR CHOCTAW AND CHICKASAW FREEDMEN, PROTESTING AGAINST THE RATIFICATION OF ANY AGREEMENT WITH THE CHOCTAW OR CHICKASAW NATIONS WHICH DOES NOT PROVIDE FOR THE ALLOTMENT OF FORTY ACRES OF LAND TO THE CHOCTAW AND CHICKASAW FREEDMEN; ALSO TRANSMITTING A COMMUNICATION FROM MR. B. S. THOMPSON IN BEHALF OF THE INDIAN TERRITORY COAL COMPANIES.

DEPARTMENT OF THE INTERIOR,
Washington, July 16, 1897.

SIR: In connection with Department letter of May 18, 1897, transmitting an agreement between the Commissioners of the United States to negotiate with the Five Civilized Tribes and the commissioners on the part of the Choctaw and Chickasaw Indians, concluded April 23, 1897, I have the honor to transmit herewith the following papers:

1. Copy of a communication dated January 16, 1897, addressed to my predecessor, from Mr. R. V. Belt, attorney for Choctaw and Chickasaw freedmen, protesting against the negotiation, approval, or ratification of any agreement with the Chickasaw or Choctaw nations that does not specifically and positively provide for the allotment of 40 acres of land to the Choctaw and Chickasaw freedmen, as provided for in the treaty of 1866 and the act of Chickasaw legislature approved by the act of Congress of August 15, 1894.

2. Copy of a communication dated 29th ultimo, from Mr. Belt, calling attention to the above letter.

3. Copy of a communication submitted by Mr. B. S. Thompson, cashier and superintendent of the Atoka Coal and Mining Company, in behalf of the Indian Territory coal companies, containing a statement relative to operations of coal companies in the Indian Territory, and asking that before the agreement is ratified it be amended as follows:

The rate of royalty on coal, as well as the grade of screened coal to which royalty shall apply, shall be determined by the two commissioners heretofore provided, and shall be uniform throughout the Choctaw and Chickasaw nations.

Very respectfully,

The PRESIDENT OF THE SENATE.

C. N. BLISS, *Secretary.*

WASHINGTON, D. C., *January 16, 1897.*

SIR: I have recently come into the possession of a newspaper copy of what purports to be an agreement negotiated by what is known as the Dawes Commission with the Choctaw Indians of the Indian Territory, wherein these clauses are found:

It is agreed that all the lands within the Indian Territory belonging to the Choctaw and Chickasaw Indians shall be allotted to the citizens of said tribes so as to give each citizen of these tribes (except the freedmen provided for in the treaty of 1866), 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 in order to such equal division, the lands of the Choctaws and Chickasaws shall be graded and appraised so as to give to each citizen, as far as possible, an equal value of land: *Provided*, That if it shall be decided the Chickasaw freedmen are not entitled to the land provided for in the treaty of 1866, and the Choctaw freedmen are, then the lands allotted to the Choctaw freedmen are to be deducted from the portion to be allotted under this agreement to the Choctaw citizens so as to reduce the allotments to the Choctaw citizens by the value of the same, and not affect the value of the allotments to the Chickasaw citizens.

That the freedmen who may be entitled to allotments of forty acres each under the treaty of 1866 shall be entitled each to land equal in value to forty acres of the average land of the two nations.

I think you will agree with me that the correct interpretation of these passages of the said agreement leave for future determination, by some authority or tribunal, the question not only whether the Chickasaw freedmen are entitled to 40 acres of land but also whether the Choctaw freedmen are entitled to 40 acres of land as provided for in the treaty of 1866. (14 Stat. L., 769.)

Is there any such doubt on this question, as to the freedmen of either of said tribes, as to warrant approval or ratification of an agreement that does not positively stipulate for the allotment of 40 acres of land to each of said freedmen, as provided for in the treaty of 1866?

What are the facts?

First. As to the Choctaw freedmen:

The Choctaw legislature passed an act May 21, 1883, adopting the Choctaw freedmen as citizens, and giving them the 40 acres of land and other rights as provided in the treaty of 1866. This act, when submitted to the Secretary of the Interior, was by him approved as a substantial compliance with the treaty of 1866, and thereupon settlement was made with the Choctaw Nation for its share of the \$300,000 "leased district money." (See first report of the Dawes Commission, Senate Mis. Doc. No. 24, Fifty-third Congress, third session, p. 20, for reference to documents and reports showing these facts.)

The United States do not deny that the Choctaw freedmen are entitled to the 40 acres of land in the Choctaw country. I have not heard that the Choctaw Nation deny that their freedmen are entitled to the 40 acres of land each as provided for in the treaty of 1866. If no one denies that they are so entitled, then why is this uncertain provision made in the proposed agreement on the subject?

As attorney for the Choctaw freedmen I must protest against the acceptance, approval, or ratification of any agreement with the Choctaw and Chickasaw nations that does not specifically and positively provide for the allotment of 40 acres of land to each of the Choctaw freedmen as provided for in the treaty of 1866, in the act of the Choctaw legislature, enacted to carry out the provisions of the said treaty as to their freedmen, and in accordance with the understanding of the executive department of the Government of the United States in approving the said Choctaw adoption act.

Second. As to the Chickasaw freedmen:

The Chickasaw legislature at first refused to adopt the Chickasaw freedmen as provided for in the treaty of 1866, but by act of its legislature of January 10, 1873, did adopt said freedmen. Said Chickasaw Freedmen adoption act, when submitted to the Department of the Interior, was sent to Congress with recommendation for necessary legislation—not for approval, but for extension of time, etc. This was done in 1873, and will be found set out in House Ex. Doc. No. 207, Forty-second Congress, second session.

Congress took no action on the matter as to approval of said Chickasaw law or otherwise until by section 18 of the Indian appropriation act of August 15, 1894, by which said Chickasaw adoption act was approved. (See Senate Mis. Doc. No. 24, Fifty-third Congress, third session, pp. 27-43, for full statement of facts and reference to documents and reports on this branch of the matter.)

It is held by the Supreme Court that a law of Congress may supercede a treaty made prior thereto. (The Cherokee Tobacco, 11 Wall., 616; Taylor v. Morton, 2 Curtis, 454; The Clinton Bridge, 1 Woolworth, 180.)

If an act of Congress can supercede a treaty, surely an act of Congress can require the compliance with a treaty by an Indian tribe. The approval given by Congress to the Chickasaw adoption act of 1873 must have the effect of clothing the Chickasaw freedmen with the treaty rights provided for therein.

Since my letter to you of the 9th instant, and my interview with you on the 12th instant on this-matter, I have consulted with certain of the members of the Dawes Commission as suggested by you (I have not been able to see the whole Commission together), and have been informed that the instructions to the Commission do contain some such clause that the Chickasaw freedmen are in the Chickasaw country without any rights, but I was informed that the said instructions were given prior to the date of the act of Congress of August 15, 1894, approving the act of the Chickasaw legislature adopting the Chickasaw freedmen. I hope the Commission will be furnished with a copy of section 18 of the Indian appropriation act of August 15, 1894, for their guidance.

As the attorney for the Chickasaw freedmen I must protest against the negotiation, approval, or ratification of any agreement with the Chickasaw or Choctaw nations that does not specifically and positively provide for the allotment of 40 acres of land to the Chickasaw freedmen as provided for in the treaty of 1866, and the act of Chickasaw legislature, approved by the act of Congress of August 15, 1894.

Very respectfully,

R. V. BELT,

Attorney for Choctaw and Chickasaw Freedmen.

Hon. DAVID R. FRANCIS,
Secretary of the Interior.

WASHINGTON, D. C., June 29, 1897.

SIR: On May 18, 1897, you submitted to Congress an agreement negotiated by a majority of the Commission to the Five Civilized Tribes, saying, in your report thereon, the following:

I also transmit herewith a copy of a communication of the 12th instant from the Commissioner of Indian Affairs, stating that, as far as known to his office, this

agreement is satisfactory to those persons having interests in the Choctaw and Chickasaw nations, or who may be affected by the agreement. (See Senate Doc. No. 93, Fifty-fifth Congress, first session.)

That agreement appears to have been negotiated on April 23, 1897, but when it was submitted to the Department does not appear by the correspondence in the printed document referred to as containing it.

A previous agreement concluded by the Commission with the Choctaw Nation alone, but designed for acceptance by the Chickasaw Nation, was submitted to your Department at the close of the last or the beginning of the current year. Against the approval or ratification of that agreement I, as attorney for the Chickasaw freedmen, filed a protest, dated January 16, 1897, and addressed to your predecessor, Hon. David R. Francis, then Secretary of the Interior, after I had had a personal conference with him on the subject, because it contained no provisions recognizing and adjusting the treaty rights, interests, and claims of the Chickasaw freedmen.

No mention of that protest was made by Secretary Francis in his report submitting said agreement to Congress. (See Senate Doc. No. 94, Fifty-fourth Congress, second session).

In the face of that protest, and of the statement of the rights, interests, etc., claimed by the Choctaw and Chickasaw freedmen submitted by their attorneys to the Commission, and printed as an exhibit to their first report (Senate Doc. No. 24, Fifty-third Congress, third session), and of the well-known history of the status of these freedmen and their claims, as the same are shown by the records and files of your Department and of the Indian Office, it is remarkable that such a statement as the one above quoted from your report of May 18, 1897, should have been made to Congress.

It surely must be known to the Department that there are several thousand freedmen, former slaves and their descendants, of the Chickasaw people, living in the Chickasaw country, waiting for the carrying out of the rights, etc., stipulated for them in the treaty of 1866 between the United States and the Choctaw and Chickasaw nations; that during this long period of waiting the Chickasaw freedmen have built homes in the Chickasaw country and made other valuable improvements. Therefore they are "persons having interests in the Chickasaw and Choctaw nations, or who may be affected by the agreement."

It is clear that if the agreement should be ratified as submitted the Chickasaw freedmen would be left in the Chickasaw country as naked intruders, divested and despoiled of the fruits of their toil during the thirty years they have remained in the Chickasaw country, waiting for the effectuation of the provisions of the treaty of 1866, as to them.

I am sure that your sense of right and justness and of humanity will not permit this great wrong to be done to these freedmen.

The agreement pretends to adjust the rights, etc., of the Choctaw freedmen. They, or some of them, have made protests thereto, and, being submitted by the Department to Congress, is printed in Senate Document No. 149, Fifty-fifth Congress, first session.

The Chickasaw freedmen, learning that some sort of an agreement had been concluded, in which their rights, interests, claims, etc., had not been recognized or adjusted, and which failed to provide for them in any way, took prompt steps for the holding of a convention to consider the matter. That convention was held on May 29, 1897, and by its resolutions were adopted. Those resolutions were forwarded to me, as their resident attorney, to be laid before the proper authorities; they reached me on the day that I concluded preparation of a brief as to

the claims, etc., of the Chickasaw freedmen, prepared at suggestion of Senator O. H. Platt, of Connecticut, a member of the Senate Indian Committee, and I included them as an exhibit, No. 14, to that brief. Senator Platt has secured the printing of said resolutions, with my brief and other papers on the subject, in Senate Document No. 157, Fifty-fifth Congress, first session.

As the resolutions have been printed in that document, I beg leave to submit them to you in that shape, and thereby complying in part with the last one of said resolutions.

As resident attorney of the Choctaw and Chickasaw freedmen, I hereby request that their rights, interests, and claims may receive the consideration and attention by your Department to which they are entitled. And I hereby again protest against the approval or ratification of any agreement with the Choctaw and Chickasaw nations that does not contain provisions fully recognizing and adjusting the rights, interests, claims, etc., legal and equitable, of the Choctaw and Chickasaw freedmen, or unless such approval and ratification are accompanied with such contemporaneous legislation as will insure the recognition and adjustment of the legal and equitable rights, interests, claims, etc., of said freedmen.

Without at this time going further into the subject, I have the honor to invite your attention to what has already been submitted in behalf of the Choctaw and Chickasaw freedmen in the papers printed in the documents hereinbefore referred to and otherwise.

I have furnished copies of the resolutions to Hon. H. L. Dawes, chairman, and to other members of the Commission, and I inclose herewith a copy of my letter transmitting them, dated June 26, 1897.

I have the honor to be, very respectfully, your obedient servant,

R. V. BELT,

Attorney for the Choctaw and Chickasaw Freedmen.

HON. CORNELIUS N. BLISS,
Secretary of the Interior.

WASHINGTON, D. C.; June 26, 1897.

DEAR SIR: Since my letter to you of the 28th of May, 1897, furnishing you with copies of the acts of the Chickasaw legislature, and petitions and memorials of the Chickasaw Nation and of the Chickasaw freedmen, on the matter of the adoption of their freedmen by the Chickasaws, I have, at the request of Senator O. H. Platt, of Connecticut, prepared a short brief, setting out the claims, etc., of the Chickasaw freedmen. With that brief I submitted copies of the papers furnished to you and also others on the subject.

A brief and other papers have also been submitted to Senator Platt by Gen. H. E. Paine, counsel for the Chickasaw Nation, and others.

At my request and for convenience in handling the matter, Senator Platt has procured the printing of the papers so submitted to him as Senate Document No. 157, Fifty-fifth Congress, first session.

In that document, a copy of which was mailed to you this day by Senator H. M. Teller at my request, you will find the brief submitted by me on behalf of the Chickasaw freedmen on pages 1 to 8. The exhibits accompanying my brief and numbered from 1 to 14 you will find set out on pages 13 to 36. The remaining papers are the exhibits submitted with the brief on the other side.

I desire particularly to invite your attention to the Exhibit No. 14 accompanying my brief, being resolutions adopted by the Chickasaw freedmen in convention assembled, at Dawes Academy, Chickasaw Nation, Indian Territory, May 29, 1897. These resolutions came to me just as I had completed the brief for Senator Platt, and I deemed it best to lay the matter before him. I had intended furnishing a copy of said resolutions to your Commission, as well as to the President, and the other officials, as required of me by the last of the said resolutions. I hope that they will receive no less attention from you and your Commission because they come to you

in the printed Senate document. I am specially desirous of placing all the information I have on the subject before your Commission, because in your letter to me of the 24th of May, 1897, you say that "the question is assuming an important shape with our Commission."

On the question of the right of the United States to locate the Chickasaw freedmen on lands in the leased district, I may add to what I have already said that, in the report made by Senator J. K. Jones, chairman of the Senate Indian Committee, April 13, 1892 (Senate Report No. 552, Fifty-second Congress, first session), on the message of President Harrison against payment of certain money appropriated to be paid to the Choctaw and Chickasaw nations for additional allowance for said leased district lands, the committee summarized their reasons against the position of President Harrison in fifteen statements or propositions, one of which is in these words:

"(8) The effect of the treaty of 1866 was to authorize the Government of the United States, whenever it should remove the freedmen, to locate them in the leased district."

At the time of making the treaty of 1866 the United States were so sure that the Choctaw and Chickasaw legislatures would pass the laws, rules, and regulations for adoption of their freedmen, that the greater portion of the \$300,000 stipulated by the treaty to be held by the United States subject to such action was paid to said nations according to their respective interests, \$150,000 to the Choctaw Nation and \$50,000 to the Chickasaw Nation. On these sums so advanced interest for two years was subsequently paid to them erroneously.

The remainder of the one-fourth of the \$300,000 inuring to the Chickasaw Nation is yet held by the United States. If the sums advanced, erroneously paid as interest, and the sum yet held by the United States, all aggregating about \$80,000, with interest thereon for the past thirty years, are now paid to those Chickasaw freedmen who shall be removed from the Chickasaw country, if such a course should now be found to be necessary, a sum of about \$200,000 will be found out of which to make the payment of \$100 to each of the Chickasaw freedmen so removed. Of course the United States will have to recoup the money so advanced and the interest erroneously paid to the Chickasaw Nation from other funds of that nation that are now or may hereafter be in their hands.

I have become convinced that the Congress of the United States will not enact any final legislation on the recent agreement submitted as negotiated with the Choctaw and Chickasaw nations, in which no provision of any kind is contained investing the Chickasaw freedmen with the rights and interests stipulated for them in and by the treaty of 1866, unless those freedmen are provided for.

I hope your Commission will be able to submit some plan for the adjustment of the rights and claims of the Chickasaw freedmen that will be fair and just to them and acceptable to the Chickasaw Nation.

If there is any information desired by your Commission on the subject I will be glad to furnish it, if it is possible for me to obtain it.

I am, very respectfully, yours,

R. V. BELT,
Attorney for the Chickasaw Freedmen.

Hon. H. L. DAWES,
Chairman of Commission to the Five Civilized Tribes, Pittsfield, Mass.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

A careful examination of the agreement recently entered into by the Commissioners to the Five Tribes and the Choctaw and Chickasaw Indians reveals the fact that all the revenue to accrue to the Indians as tribes will be derived from the royalty on coal. All other moneys obtained from sale of town lots, from awards by the Senate for claims of Indians against the United States, and from invested funds are to be divided per capita between the members of the two tribes. It is evident, then, passing over the interest of the Indians as individuals and considering now only the welfare of the tribes as such, that those portions of the agreement relating to coal are of the foremost importance, being their only source of income, and it follows that the royalty on coal should be so adjusted as to provide a sure and permanent income. Do the coal clauses of the agreement tend to

foster the increase of coal production, and hence to insure the permanency of this sole tribal revenue by which the Indian children are to be educated?

A short résumé of the coal business may answer. The coal companies' signature hereto provides virtually the entire tonnage in the Choctaw Nation. Their business has been carried on for years under first contracts with the two tribes, providing for a royalty of one-half cent per bushel of 85 pounds on all coal passing over one-inch screen (see Exhibit A attached) and second leases with individual Indians, also calling for a royalty generally now of one-fourth cent per bushel of similar coal. (See Exhibit B.)

The utmost harmony of relations has existed during the twenty-five years in which coal mining has been carried on. Large sums of money have been paid monthly to each nation and to many individuals (see Exhibit C), and the business has increased to large proportions; but of late years many new railroads have been built in Texas, our natural and almost only market, and extensive coal developments have been made in adjoining States (coal on which no royalty is paid). Arkansas especially has enormously increased its production and shipments to Texas, and Texas has developed an output of her own, increasing from 128,000 tons in 1890 to over 1,000,000 tons in 1896, while the Indian Territory has actually decreased; and this in face of increased facilities of production, and a large growth in demand of the Texas market. (See Exhibit D.)

The cost of producing coal in the Territory has steadily decreased through more modern equipments and strict economy of operation, but the incubus of an enormous and arbitrary royalty has nullified all these reductions and forced the conclusion that Indian Territory coal, while paying present royalty, can not long compete with Arkansas, Colorado, or Texas coal.

At a conference between the joint commissions and representatives of the coal companies at Atoka prior to the formulating of this agreement, these facts, as well as all others relating to coal leases, were thoroughly discussed. The conditions that the Indians were willing to grant were stated, as well as those desired by the coal companies, and, while no definite agreement was made, such a compromise of ideas was had as to convince your subscribers that some just settlement of their position in the country would be included in the pending agreement.

Hence it was with great astonishment and considerable indignation that our representations as to heavy royalty were answered by the agreement making royalty 15 cents per ton on "all coal mined," against about $17\frac{3}{4}$ cents now paid on screened coal only. As the amount of slack in total coal mined is at least 25 per cent, it follows that the proposed royalty on screened coal will exceed 20 cents per ton, or an increase of over $2\frac{1}{4}$ cents, a heartless increase instead of a needed reduction, a nominal reduction nullified by applying the royalty to slack and screenings heretofore exempt, both here and elsewhere in the United States, and which at their best are expensive and troublesome evils.

If, then, the production of coal, when staggering under the unprecedented royalty of $17\frac{3}{4}$ cents per ton on screened coal, has not increased, what may be expected when that royalty has been actually increased, to 20 cents? Not only a large decrease in production, but the forcing out of business of many mines which have barely existed for some years, the permanent relinquishment of many markets to Arkansas

coal, and, in consequence, much less royalty revenue for the tribal schools.

There is some suggestion that the clauses confirming contracts with the nations will hold in abeyance the regulations providing the new scale of royalty, etc., as far as present operators are concerned, but the most obvious meaning of the wording of these regulations would extend their application to both present and future lessees as soon as the agreement is ratified. This being the undoubted future if the agreement becomes effective as it now reads we respectfully ask that before its ratification by Congress it be amended to read in clauses stating royalty as follows, to wit:

The rate of royalty on coal, as well as the grade of screened coal to which royalty shall apply, shall be determined by the two commissioners heretofore provided and shall be uniform throughout the Choctaw and Chickasaw nations.

Some such provision would leave the whole matter subject to the judgment of men selected for their special fitness to administer this vast estate of the Indians.

In conclusion we ask your careful consideration of this question and of the exhibits attached as convincing proof of the statements herein, as showing the extensive character of our investments and the reasonableness and need of the remedy asked.

Respectfully submitted for Indian Territory coal companies.

B. S. THOMPSON,

Cashier and Superintendent Atoka Coal and Mining Company.

EXHIBIT A.

A copy of national contract.

This contract made and entered into in duplicate, Choctaw Nation, Indian Territory, by and between J. D. Wilson, national agent of the Choctaw Nation, in behalf of said nation, commissioned as such by Jefferson Gardner, principal chief of the Choctaw Nation, on the 20th day of November, in pursuance of an act of the general council of said nation, approved November 5th, 1880, and Lyman Worcester, national agent of the Chickasaw Nation, in behalf of said nation, commissioned as such by Palmer Moseley, governor of the Chickasaw Nation, on the 29th day of September, 1894, in pursuance of an act of the Chickasaw legislature, approved October 18th, 1876, parties of the first part, and the ——— Coal and Mining Company, a corporation organized under the laws of the State ———, party of the second part,

Witnesseth: That whereas said party of the second part desires to engage in the mining business, prospecting and boring for coal, and leasing lands within the limits of the Choctaw and Chickasaw nations, Indian Territory, it is hereby agreed by the party of the first part that the party of the second part shall so engage, on the condition that on all coal mined within said Choctaw and Chickasaw nations said party of the second part shall pay monthly to the properly authorized officers of the Choctaw and Chickasaw nations a royalty of one-half ($\frac{1}{2}$) of one cent per bushel of eighty-five pounds for all coal passing over a one inch screen, said payments to be made during the month succeeding the month in which the coal is mined, and in proportion of three-fourths to the Choctaw Nation and one-fourth to the Chickasaw Nation, to be applied under the direction of the respective legislative authorities of said nations to the support of their respective governments, the purposes of education, and such other objects as may be best calculated to promote and advance the welfare and happiness of said nations and their people. In consideration of the sum thus to be paid, full and free permission is hereby given said party of the second part to do all and whatever may be necessary for the successful mining and shipping of coal from mines in said Choctaw and Chickasaw nations, and protection is to be afforded to said party of the second part to the limit of authority of the national agents aforesaid against any interference or stoppage, and in the enjoyment of the privileges herein granted, provided the rights of individual citizens shall be respected.

Said party of the second part shall provide suitable and convenient facilities for weighing all coal mined at said mines, that the weighers for said nations may ascertain the weights of all coal mined.

Said party of the second part shall give precedence to all orders of Choctaw and Chickasaw citizens, and of merchants and licensed traders in said Choctaw and Chickasaw nations for coal over other persons, companies, or corporations not residents in said Choctaw and Chickasaw nations, at the lowest regular prices at the mines, or on cars or wagons for transportation, and shall furnish coal to all Indians and authorized Indian traders in the Indian Territory, to be shipped to any railroad station or to any other point in the Territory as the purchaser may require, filling all orders therefor according to the priority in the receipt of same, and at prices not exceeding the lowest regular prices charged to other customers at the mines, or on cars for transportation.

Said party of the second part shall furnish a bond in the sum of ten thousand dollars, for use and benefit of said Choctaw and Chickasaw nations, and to be conditioned on the regular and faithful observance of this contract, and the observance of all laws of the Choctaw and Chickasaw nations, which are or may be applicable to said party of the second part during the existence of this contract.

It is hereby agreed that the failure of said party of the second part to observe all the stipulations herein shall make this contract void.

This contract shall be in force from _____, 189-, and shall expire by limitation on the _____ day of _____, 19-.

In witness whereof we, the said J. D. Wilson, national agent of the Choctaw Nation, and Lyman D. Worcester, national agent of the Chickasaw Nation, have by virtue of the hereinbefore recited authority conferred upon us by the respective Choctaw and Chickasaw Nation, hereto subscribed our names and affixed our private seals (there being no public ones), and in pursuance of a resolution of a board of directors of the _____ Coal and Mining Company, passed on the _____ day of _____, 189-, the corporate seal of said corporation is hereto affixed, and these presents duly signed by the president and secretary thereof, this _____ day of _____.

J. D. WILSON, [SEAL.]
National Agent Choctaw Nation.

LYMAN D. WORCESTER, [SEAL.]
National Agent Chickasaw Nation.

THE _____ COAL AND MINING COMPANY,
By _____, President.

Attest:

_____, Secretary.

EXHIBIT B.

Copy of individual lease.

This agreement made and entered into in duplicate this the _____ day of _____, 189-, at _____, Indian Territory, by and between _____, a citizen and resident of _____, Choctaw Nation, Indian Territory, party of the first part, and the _____ Coal and Mining Company, a corporation created and existing under the laws of the State of _____, party of the second part,

Witnesseth: That the said party of the first part, for himself, his heirs, executors, administrators, and assigns, in consideration of one dollar to him, cash in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, and for other valuable considerations hereinafter mentioned, has this day contracted, and by these presents does contract with said party of the second part, its successors and assigns, that said party of the second part, for and during the term of _____ years, with the privilege of _____ years at their option from the above date, shall have the exclusive right and privilege of mining, digging, and removing coal, boring and otherwise prospecting for same on the following-described tract or parcel of land in the county of _____, Choctaw Nation, Indian Territory, which is shown and all its boundary lines defined on the plat or map hereto attached and made a part hereof, which said plat or map is recognized by all parties to this agreement as a correct map of the coal claim called the _____, more particularly described as follows, to wit: Beginning at a point called _____ discovery shaft, lying south _____ degrees _____ minutes west, _____ feet from a drill hole, lies south _____ at the center of the _____ claim, which drill hole lies south _____ degrees _____ minutes west, _____ feet from a mound, which mound lies north _____ degrees west, _____ feet from a cottonwood tree in the center of the _____ claim; thence from the point of beginning one mile in

every direction, excepting and barring that portion on the — side of — creek and the interference by boundary line of the — claim.

The foregoing claim being claimed by and secured by said party of the first part, who is known to be a citizen of the Choctaw Nation, duly authorized to take up and hold and own said right and claim under the constitution and laws of the Choctaw Nation aforesaid.

Said party of the second part shall have the right to use, occupy, and control all of said lands for erecting tenement buildings thereon, the same to be occupied by their employes, and for such other buildings and superstructures as may be necessary for properly opening up, developing, and working of said coal mines, with the further right of surface use for all necessary tracks and such shafts and openings as may be required thereon for the economical and efficient working of the same.

And said party of the second part shall have the right to cut and use any of the timber on said land for building houses or other works in, above, and about said mines, and for use in said mines; said party of the second part shall also have the use of all stone and other such materials as may be found thereon for the same purpose, when necessary for the operation and development of said mines.

Said party of the second part shall keep or cause to be kept correct and proper accounts of all coal mined upon and from the property above described, and shall pay to the party of the first part a royalty of one-quarter of one cent per bushel of eighty-five pounds on all coal which shall pass over a one-inch screen, and on such coal as shall pass through a one-inch screen no royalty shall be due or payable. Royalties under this agreement shall be paid monthly and on or before the first day of the second month succeeding that in which the coal is mined. It is further understood and agreed that this agreement gives to the party of the second part the right to control the surface occupancy of the lands hereinbefore described, and that no buildings shall be erected or occupied thereon without the consent of said second party.

And said party of the second part shall have the right of way and may construct and operate or cause to be constructed and operated an extension of the railway now constructed to and upon the Lehigh coal field into and through the premises hereinbefore described for use, for and during the existence of this agreement. Whenever this agreement shall terminate by limitation, or for any cause or at any time during the continuance of this agreement, said party of the second part shall have the right of its option to remove or otherwise dispose of all its machinery, tools, buildings, or other property of any nature whatever made or placed by it upon said land.

In witness whereof said party of the first part has hereunto subscribed his name and affixed his private seal, using a scroll for a seal, and said party of the second part has caused its corporate name to be hereunto signed by its president, and its corporate seal to be hereunto affixed by its secretary, the day and year first above written, pursuant to resolution of its board of directors heretofore duly adopted.

[SEAL.]
[SEAL.]

By _____ COAL AND MINING COMPANY,
_____, President.

Attest:

_____, Secretary.

CHOCTAW NATION, County of Atoka, ss:

I hereby officially certify that on this — day of —, A. D. 189—, at the hour of — o'clock in the —, before me, _____, judge of the — court for the county of — and Choctaw Nation, of the Indian Territory, the same being a court of record, at my office at —, county and nation aforesaid, personally appeared _____, known and known to me to be a resident of the Choctaw Nation, Indian Territory, and also a citizen of the Choctaw Nation, of said Indian Territory, and at the time and place aforesaid, in my presence, personally executed the foregoing contract and agreement by signing his name thereto, to which contract _____ is party of the first part and the — Coal and Mining Company is party of the second part. And I do officially certify that at the time and place aforesaid said _____ stated to me that the above-mentioned party is the only interested party thereto; that said _____ was the only interested party present making the same, and he, the said _____, claimed the right to make said contract and agreement by virtue of the laws of the Choctaw Nation and by virtue of his ownership of an interest in the coal mine referred to in said contract.

Given under my hand and seal of — court of — county, this the — day of —, A. D. 189—.

EXHIBIT C.

Description of equipments and royalty paid for the five years 1892-1896, inclusive.

Name of company.	Average yearly tonnage.	Number of mines.	Men employed.	Royalty paid Indian nations.	Royalty paid individual Indians.	Total royalty.
Atoka	175,000	3	530	\$99,095.98	\$49,547.91	\$148,643.89
Osage	225,000	5	666	108,038.53	54,169.37	162,207.90
Southwestern	300,000	4	740	160,073.77	80,036.89	240,110.66
Choctaw	375,000	5	950	161,766.72	80,883.36	242,650.08
K. & T.	100,000	2	325	14,000.00	7,000.00	21,000.00
Total	1,175,000	19	3,205	542,975.00	271,637.53	814,612.53

Comparative tonnage, Indian Territory and competitive States.

	1890.	1893.	1896.	1896 over 1893.
Indian Territory	a 869,229	b 1,252,110	b 1,235,000	Decrease 1½ per cent.
Arkansas	a 399,888	c 739,500	c 859,735	Increase 20½ per cent.
Texas	a 184,440	a 302,206	d 1,091,000	Increase 261 per cent.

a United States Geological Survey statistics.

b United States mine inspector's reports.

c Arkansas State mine inspector's reports.

d Texas board of agriculture reports.

[Extracts from correspondence of sales agents.]

I have been trying to get you a Dallas News of March 14, 1897, which gives a write-up of the coal statistics of Texas, but so far have been unable to get you a copy. They give in this write-up the coal and lignite tonnage for 1895 and 1896 reported to the State bureau of agriculture, including an estimate of the tonnage of mines not reported, as follows:

	1895.	1896.
Bituminous	Tons. 373,640	Tons. 610,500
Lignite	141,400	480,000

I think these figures are reasonably correct.

The Texas coal and lignite and the Arkansas coal are fast driving the Indian Territory coals out of the steam market in Texas, as you can readily see from your commercial steam trade so far this year, and the McAlester district is as bad off as the Lehigh.

(2) In regard to coal coming from Alabama and the East to Galveston, the Alabama coal people have a contract with the Gulf, Colorado and Santa Fe Railway for 60,000 tons per year to be delivered at Galveston, and the Alabama, West Virginia, and Pennsylvania coals practically supply the trade at Galveston and Houston, which will reach 40,000 tons and over per year. Also the Fuent mines of Mexico, on the line of the Mexican International near Eagle Pass, supply the Southern Pacific Railway with over 100,000 tons per year. I understand the contract is for 10,000 tons per month.

(3) Of course all business was very much depressed on account of political agitation and short crops and a general downward tendency of everything for the past few years, and while this cut our business, still the cheaper coals coming in competition with the high-priced coals that we mine in the Indian Territory has made serious inroads into the steam trade, and the indications are that they will continue to do so, as during most of the year the coals mined on the line of the Frisco in Arkansas and the Indian Territory sold, for screened lump, at \$1.10 to \$1.25, and their

mine run at 75 cents to \$1 per ton, and they have 25 cents per ton advantage in freight over our Indian Territory coals. At most all points the Texas lignites were sold lower than ever before. For the greater part of the year they sold at 50 to 60 cents per ton f. o. b. cars at the mines, and with the commission freight rates people began the use of this lignite who had not heretofore used it. The Texas coals are also coming into the steam market more extensively each year. Strawn lump coal was sold as low as \$1.50 per ton f. o. b. cars at the mines, and Thurber pea from 25 to 40 cents, and with the low commission freight rate they have been able to get a larger share of the steam trade.

Many of the oil mills did not start up this season, and a lot of those that did start up only run occasionally as they got a supply of seed. Many of the compresses got almost nothing, as the courts knocked out the commission order that cotton must be pressed at the nearest compress, and the railroads took the larger part of the cotton this season to Houston, Galveston, and New Orleans, and these points the Indian Territory coals were unable to supply on account of high freight rates and high cost of coal at the mines.

We made a gain of a little over 10,000 tons on railroad shipments during 1896, as compared with 1895. This, I think, was caused largely by the strike during December of 1895, when we were unable to fill the railroad orders, and they had to take more coal in January and February of 1896. We have had practically no winter in my territory so far this season, and the indications are it will be another mild winter, and we will start into the year of 1897 with very gloomy prospects for commercial business. With the present adjustment of freight rates and the present prices on coal, we are simply unable to meet competition on steam business, and it will seem that we will have to depend principally for our business for the best grade of Indian Territory coals on the domestic trade, which is light during mild weather; and while there is considerable increase in the population of this Territory, still there seems to be increased competition of other mines in the McAlester and Lehigh districts, and these mines sell their coal below us; and while we would in all probability have all the business we could take care of in a very severe winter, yet we have had two years now of mild weather and light business, and under such circumstances the other mines will sell coal very low, and I would recommend that the prices on our McAlester and Lehigh coals be put down to the very lowest point in order to meet this competition as far as possible.

