

THE INDIAN CITIZEN

Atoka, I. T.
Thursday, August 3, 1899
Vol. 14, No. 15
Norma E. Smiser, Editor

LETTER OF GREEN McCURTAIN

Sans Bois, I. T.

July 21, 1899

Hon. W. A. Jones,
Commissioner of Indian Affairs,
Washington D. C.:

Sir:

The act of Congress approved June 28th, 1898, and known as the Curtis Act, carries with it the Dawes Choctaw-Chickasaw Agreement made at Atoka Indian Territory, April 23, 1897; and in ratifying and confirming said agreement it is further enacted that the provisions of the Curtis Act shall only apply to the provisions of said agreement, save the 14th section of the Curtis Act which prevails, and is in the following language:

" . "That the agreement made by the Commission to the Five Civilized Tribes with the commissions representing the Choctaw and Chickasaw tribes of Indians on the twenty-third day of April, eighteen hundred and ninety seven, as herein amended, is hereby ratified and confirmed, and the same shall be of full force and effect if ratified before the first day of December, eighteen hundred and ninety-eight, by a majority of the whole number of votes cast by the members of said tribes as an election held for that purpose; and the executives of said tribes are hereby authorized and directed to make public proclamation that said agreement shall be voted on at the next general election, or at any special election to be called by such executives for the purpose of voting on said agreement; * * * * : Provided further, that the votes cast in both said tribes or nations shall be forthwith returned duly certified to the national secretaries or said tribes or nations, and shall be presented by said national secretaries to a board of commissioners consisting of the Principal Chief and National Secretary of the Choctaw nation, the Governor and National Secretary of the Chickasaw Nation, and a member of the Commission to the Five Civilized Tribes

to be designated by the chairman of said commission; and said board shall meet without delay at Atoka, in the Indian Territory, and canvass and count said votes and make proclamation of the result; and if said agreement be so ratified, the provisions of this Act shall then only apply to said tribes where the same do not conflict with the provisions of said agreement; but the provisions of said agreement, if so ratified, shall not in any manner affect the provisions of section fourteen of this Act * * * .

A special election was called for the purpose of voting on the agreement, the same was held on the 24th day of August, 1898; the votes were returned and canvassed and proclamation made of the result in accordance with the provisions of said Act; and the canvass showed that said agreement had been ratified by a majority of the whole number of votes cast by the members of the Choctaw and Chickasaw tribes.

The agreement having been ratified by a majority of the votes cast at an election held for the purpose of voting on said agreement and in strict accordance with the provisions of said Act approved June 23, 1898, is by the provisions of said Act, law as to the Choctaws and Chickasaws, and where the same conflicts

with the Curtis Act it is the prevailing law.

Under the Dawes-Choctaw Chickasaw agreement our government, with certain modifications of our legislative authority and judicial jurisdiction, was to continue for the period of eight years from the 4th day of March, 1898 -- our legislative authority was modified to the extent that all acts, ordinances or resolutions of the councils of either the Choctaw or Chickasaw tribes, except appropriations for the regular and necessary expenses of the government of the respective tribes, should not be of any validity until approved by the President of the United States; that of our judicial jurisdiction was modified to the extent that the United States courts now existing or that may hereafter be created in the Indian Territory were given exclusive jurisdiction of all controversies growing of the titles, ownership, occupation, possession or use of real estate coal and asphalt in the territory occupied by the Choctaw and Chickasaw tribes; and of all persons charged with homicide, embezzlement, bribery, and embracery, breaches, or disturbances of the peace and carrying weapons hereafter committed in the territory of the Choctaw and Chickasaw tribes without reference to race or citizenship of the person

or persons charged with such crime. These modifications of our legislative authority and judicial jurisdiction and the collection of royalties on coal and asphalt was all of our government that we gave up in the agreement; the laws of our government other than those coming under the modification mentioned and those relating to the collection of coal and asphalt royalties were to remain in full force and effect during the eight year's continuation of our government, unless repealed by the tribal council, and were to be executed by the tribal authorities.

But now comes the U. S. Indian Inspector for the Indian Territory and by some peculiar construction of the Curtis Act sets aside our laws prohibiting the enclosing of land in bodies more than one mile square for pastures, and the law prohibiting the leasing of pastures. The Inspector cites as his authority for urging down our laws relating to bay and pasture enclosures the 16th section of the Curtis Act which reads as follows:

"That where any citizen shall be in possession of only such amount of agricultural and grazing lands as would be his just and reasonable share of the lands of his nation or tribe and that to which his wife and

minor children are entitled, he may continue to use the same or to receive rents thereon until allotment has been made to him."

Now since our law fixing and regulating the royalty on hay was in full force at the time the Dawes-Choctaw-Chickasaw agreement was made and has never been repealed by the Choctaw authorities either by act of council or by treaty with the United States government it is our contention that the law relating to royalties on hay remains undisturbed and is therefore of full force and effect. Furthermore, section 16 of the Act of Congress approved June 28, 1898, cannot be construed to apply to the Choctaws and Chickasaws for it is stated in the Act itself that our (tribal) governments shall continue for the period of eight years in view of the modifications of legislative authority and judicial jurisdiction therein mentioned or provided, and nowhere in the said Act of Congress is the tribal jurisdiction of such matters given up -- Sec Act of Congress approved June 28, 1898, which is in part as follows:

"It is further agreed in view of the modification of legislative authority and judicial jurisdiction herein provided, and the necessity of the continuance

of the tribal governments so modified, in order to carry out the requirements of this agreement, that the same shall continue for the period of eight years from the 4th day of March, 1898."

It is very evident from the language of the agreement on this point that nothing of our government was given up or intended to be given up except that specified, for it plainly says "the continuance of the tribal governments so MODIFIED etc;" and as those modifications are specified and do not include the jurisdiction of such matters, the application of any section or sections of the Curtis Act further modifying or tending to modify our government would be in direct conflict with this provision of the agreement, and, by the very terms of the Curtis Act insert, could not properly apply to the Choctaws and Chickasaws, for it is stated in said Act that the provisions of the Curtis Act "shall only apply to said tribes (Choctaws and Chickasaws) where the same do not conflict with the provisions of said agreement" So it is with our laws prohibiting the fencing in of pastures in bodies of more than one mile square, and the leasing of pastures -- there is nothing contained in the agreement giving up our jurisdiction of such

matters, and any provision or provisions of the Curtis Act setting aside these laws is in conflict with the provisions of the agreement and cannot prevail as to the Choctaws and Chickasaws.

The setting aside of our laws in relation to bay royalties and pastures is not only without warrant of law, but it works great injury and loss to the Choctaw people. Under the ruling of the U. S. Indian Inspector for the Indian Territory non-citizens are allowed to bring in large numbers of cattle and by ~~deals~~ deals with citizens of this (Choctaw) nation or parties claiming to be Choctaw citizens they fence in large pastures, get these citizens for a paltry sum to claim the pasture as their selection for allotment, and in this way the non-citizen pastures his cattle and evades the one dollar penalty imposed by the United States Statute -- Section 2117 of the Revised Statutes; the non-citizen in this way also avoids the royalty on hay -- the Inspector holding that a citizen may cut hay from his own inclosure or rent same without paying the required royalty. The renting or leasing of pastures for grazing of pasturing purposes is prohibited by our Statutes. Section 1 of Durant's Code, Choctaw Laws, page 281, is as

follows:

"That it shall not be lawful for any person to rent or lease a pasture to any other person for the purpose of grazing or pasturing cattle or stock of any kind."

Under the U. S. Indian Inspector's ruling this law is a dead letter, as he declares that Section 16 of the Curtis Act is the law. But as I can see no authority for his applying the 16th section of said Act, I stand on our rights as given to us by the Dawes-Choctaw Chickasaw agreement and deny the right of the Inspector or anyone else to set aside any of our laws relating to matters of which our jurisdiction is undisturbed by said agreement.

By the same construction of the Curtis Act the Inspector sets aside our law relating to the cutting of hay, which law is in part as follows and is found in Durant's Code, Choctaw Laws, page 311:

"That from and after the passage of this act a royalty of fifty cents a ton is hereafter levied on all prairie or wild grass cut for sale or barter, whether upon a public domain or within citizens' enclosures."

The application of section 16 of the Curtis

Act as held by the U. S. Indian Inspector turns down this law; but in this as in the law relating to renting or leasing of pastures I claim that we never gave up our jurisdiction, and that the agreement prevails over said section of the Curtis Act.

The ruling of the Inspector also affects our law relating to the area of pastures, which law reads as follows and is found in Durant's Code, Choctaw Laws, page 252:

"Citizens of the Choctaw Nation are allowed to enclose for any purpose an area of land not to exceed one mile square, with wire fence; Provided, that rails or boards be firmly fastened to the top of the fence posts or said fence be staked and ridered; and provided also, that no person shall have more than one such fence-pasture in any one county."

The intention of this law is, as will readily be seen, to prevent the monopoly of the public domain range by stock men to the exclusion of other citizens who have an equal right to the range. This law like the other pasture law and hay law does not come under the purview of the modifications mentioned in the agreement, and cannot therefore be set aside by the 16th section of the Curtis Act.

To apply section 16 of the Curtis Act would be a manifest injustice to the Choctaws and Chickasaws who, by popular vote, ratified the agreement in good faith, having confidence in the United States government's intentions to carry out its agreement over the Curtis Act little choice would have been exercised between the two measures (Curtis act and Choctaw-Chickasaw agreement) Again, the application of said sixteenth section defeats the main intention of the United States government in ()ing the agreement, namely ... break up the large holding . . . in the Choctaw and C(hickasaw) Nations.

Appeal is made . . . rights under the agreement. We do not ask for anything more than that given us by the Dawes-Choctaw-Chickasaw agreement, to-wit: the continuance of our government for the period stated, with the right and privilege to do all things necessary and incident to the administration of our government in its modified form. The application of the inspector's rulling throws down a gap for a shameful imposition on our government and its people by the grasping, lawless non citizen element that now make up the major part of our population -- they treat our laws with contempt and use up our natural

resources, such as hay, timber, etc, with impunity. If the provisions of our agreement are carried out, and we can get the assistance of the United States government in compelling this class to obey our laws, great good will be done and justice enthroned. We yet have confidence in the intention of the United States government to protect us in our treaty rights; and appeal is therefore respectfully made to you to have the provisions of the Dawes-Choctaw-Chickasaw agreement carried out.

Very respectfully,

GREEN McCURTAIN

Prin. Chief, Choctaw Nation

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.
Thursday, January 26, 1899.
Vol. 6. No. 10.
W. G. D. Hinds,
B. F. Jobe, Proprietors

INTERVIEW WITH GREEN McCURTAIN

Gov. Green McCurtain was in the city yesterday attending to some business in the federal court. He was seen by a Capital representative and gave the following interview:

Governor, what do you think of the 240 acre partial allotment plan of the Interior Department?

I am opposed to it and prefer to either take the 160 acre individual part with a patent, or to wait until the entire allotment can be made. Recently I met Dawes Commission, and said to them, suppose I take 240 acres for each of my family and we make improvements, preparing it for a home, and one of us should die, what would become of that 240 acres? He said it would revert to the Choctaw people. I said, that does not suit me. Give me 160 acres with a patent inalienable for twenty-five years instead.

I shall endeavor to have this plan substituted for the 240 acre plan.

What do you think of the town-site business?

I favor the settlement of the townsite at the earliest day possible, and favor a reasonable valuation. I do not want an exorbitant valuation, because it will not be best, and have thus expressed myself to the Commissioner whom I have appointed. The people may be sure that an unfair appraisement will have no support from me.

What do you think is the best plan to provide schools for all the children?

I think that the best plan is for the government to collect a tax from non citizens the two funds to be used to support schools which all can attend together. This would bring the whites and Indians in close contact and is the only practicable solution.

What is your opinion of the pasture lease plan?

I am opposed to the leasing of pastures, and think that all pastures of more than one mile square should be vacated. All that cover more than a mile square are beyond the legal limit and were fenced in violation of Choctaw statutes. Those of the legal

limit should remain with the individual owner until allotment.

Are you for closing up allotment at once, or for continuing the Choctaw government for eight years?

I am for winding the whole thing up soon as possible. I want the government to settle all claims due us and to allot the land, giving to each allottee a perfect title. I have set my heart on having a fair and just settlement, and would like to have it completed under my administration.

Have you seen the Cherokee treaty?

Yes, and I don't like it. I do not think it protects the people, and especially the full bloods. It will involve a great deal of litigation in the future. The only thing in it that I admire is the anti-Oklahoma part.

Then you are not for single statehood?

No, I am for a state composed of the five tribes -- a state at once, and not a territory, with its complement of appointed officers, and the weary wait for congress to give us statehood. We already have the population, and there can be no good reason for the establishment of a territorial form of government.

I think the five tribes should jointly ask for statehood.

Where do you think the capital should be?

I think that South McAlester is the proper place for the capital, and shall favor it against all other towns.

THE SOUTH McALESTER CAPITOL

South McAlester, I. T.,
Thursday, May 18, 1899.
Vol. 6. No. 26.
W. G. D. Hinds, Proprietors
B. F. Jobe,

EDITORIAL ON GREEN McCURTAIN

Gov. McCurtain, in a conversation with a Capital representative, reiterated his former statement of opposition to statehood with Oklahoma. He says that no Indian wants it, and that, as far as he knows them, the republicans are to a man opposed to it except a few office holders and their intimates. It is safe to say that the consent of the people of the five tribes to the union can not be obtained; and this being the case, the danger of single statehood is not imminent.

THE INDIAN CITIZEN

Atoka I. T.
August 17, 1899
Vol 14. No. 17
Norma E. Smiser, Editor

LETTER OF GREEN McCURTAIN

Sans Bois, I. T.

Aug. 11, '99

Ed. Citizen:

Enclosed herewith I send you a copy of letter received by me from the U. S. Indian Agent at Muskogee, I. T., wherein it is announced officially that the Secretary of the Interior has decided that all hay cut in the Choctaw Nation for sale or barter, is liable to the tax imposed to be collected by the authorities of said Nation, whether from the public domain or within a citizen's enclosure.

This decision of the Secretary's recognizes and sustains the prevailing character of the Dawes-Choctaw-Chickasaw agreement over flict, as occurs between the sixteenth section of the Curtis Bill,

a part of which is as follows:

"That where any citizen shall be in possession of only such amount of agricultural or grazing lands as would be his just and reasonable share of the lands of his nation or tribe and that to which his wife and minor children are entitled, he may continue to use the same or receive the rents thereon until allotment has been made to him."

And that portion of the Dawes-Choctaw-Chickasaw agreement which provides for the continuance of our tribal government for eight years from March 4th, 1898, and is in the following language:

"It is further agreed, in view of the modification of legislative authority and judicial jurisdiction herein provided, and the necessity of the continuance of the tribal governments so modified, in order to carry out the requirements of this agreement, that the same shall continue for the period of eight years from the fourth day of March, eighteen hundred and ninety eight."

The conflict here is apparent when you consider that the application of the said sixteenth section of the Curtis Bill annuls our hay loyalty

law (over which we retained jurisdiction), and to that extent interferes with our administration of the affairs of our modified government. The conflict although plain, gave rise to quite a controversy which could not but cause considerable trouble for the officers of the law, and those who labored under the misapprehension that our laws were superseded by the Curtis Bill, regardless of the provisions of the Dawes-Choctaw-Chickasaw agreement, which is an amendment to the Curtis Bill. However, the question of the tribal authorities of the Choctaw and Chickasaw Nations right to enforce their laws in matters over which their jurisdiction was retained in the agreement should now be set at rest.

The sheriffs of the different counties in this nation should take notice of this decision, and get out warrants of arrest for all citizens found violating the hay law of this nation; and report to this office all non-citizens found cutting hay in violation of said law.

GREEN McCURTAIN

P. C. C. N.

THE INDIAN CITIZEN

Atoka, I. T.
Thursday, November 2, 1899.
Vol. 14, No. 28
Norma E. Smiser, Editor

EDITORIAL ON GREEN McCURTAIN

In this issue will be found the message of Gov. McCurtain to the last session of Council which adjourned yesterday. From Gov. McCurtain's remarks, he is not any more in love with J. Geo. Wright and his "hobbies" than some other folks. Our impression has always been that J. Geo. Wright was appointed "special Indian inspector" to have an oversight of and report on the faithful carrying out of the terms or provisions of the Atoka Agreement; but he has, self-authorized, set about to find the conditions should be instead of employing his time, talent and energy in harmonizing and working matters out to the best advantage -- in the face of and mindful of the Agreement and its provisions, which are the law. Everybody knows affairs here are unsettled, and of

necessity must be so until the routine of procedure has had time to reach and adjust each feature and condition. "Special Indian Inspector" seems to have an eye more single to the white man's needs in here, and what would benefit the non-citizen element, that the Indian. First one alarm and then another is sounded at Washington as to the perilous times down here among us Indians, and the poor white man is indeed in dire extremities and as Milton said of the great king -- "Dire was the tossing, deep the groans." But mind you, the Indian is tossing and groaning too because special Indian Inspector has recommended the abolishing of his tribal governments -- even though the U. S. Government has signed a treaty in good faith for these governments to last until affairs can be settled. The last great alarm being sounded in Washington is the school system here. But the whites and Indians have endured all these "dreadful" things for a good many years. There are many well educated Indians and whites who have never left the Choctaw nation for advantages and in the other nations the same is true. We contend it is a gross injustice to drag this exaggerated wail into Washington City

and try to influence legislation toward breaking up the tribal governments. The whites have the same privileges and advantages today that they have ever had here -- the Indians privileges and advantages have in some instances been curtailed. Free schools are all right and when the arrangement or plan for same can be perfected and not affect the continuance of the tribal governments until they have served their purpose and lived the allotted time, then no one can be justified who registers a kick. But we look upon the Free School System as being agitated as to be only another wedge to break up the treaty, its provisions and the governments here. We don't believe Brother Walker of the Register shares in any special animosity toward the government here, but you all know now he "hankers" after Oklahoma and her manners and customs, and this move was started by Oklahoma and her aspirants. She has always been on the alert, with maul uplifted and wedge ready a hand to drive into any semblance of a crack she could find in our Indian Governments. She is truly our "next door neighbor" who knows our business as well as her own and "Her semblance mild, and kind her gestures are."

THE INDIAN CITIZEN

Atoka, I. T.
Thrusday, November 2, 1899
Vol. 14, No. 28
Norma E. Smiser, Editor

EDITORIAL ON GREEN McCURTAIN

Gov. McCurtain takes issue with Indian Inspector Wright on the subject of abolishing tribal governments. The Governor contends that it takes all the time allowed by treaties to wind up the affairs of the Choctaw government, and wants the government of the United States to permit the Indian to wind up their affairs in an equitable manner.

THE COALGATE COURIER

Coalgate, Indian Territory
Thursday, August 31, 1899.
Vol. 1. No. 9.
Geo. D. Callaway, Publisher.

LETTER OF GREEN McCURTAIN TO EDWIN LUDLOW

Sans Bois, I. T.,

August 23, 1899.

Mr. Edwin Ludlow, supt.,

Hartshorne, I. T.

Dear Sir:-

In reply to your letter of the 18th instant, in which you state that many of the striking miners have either left the country or returned to the mines, but that there is at each mine a small guard of men left who are in the employ and are paid by an organization known as the "United Mine Workers of America," who endeavour to dissuade imported men from entering the mines, you are informed that I have decided to instruct the sheriffs of Gains and Tobucksy counties to call upon you for the purpose

of having the agitators pointed out to them, and that when such men are designated to them, the sheriffs are directed to demand of them their permits, and if they have no permits, or are not following any legitimate avocations, steps will be taken to cause their removal. The sheriffs are directed to inform the holders of permits who have no occupation that their permits are revoked.

In this matter, I desire that you give whatever assistance you can to the sheriffs that they may proceed against the proper ones, and may be by this united action we can succeed in having the mines fully operated and a fair output of coal.

Very respectfully,

GREEN McCURTAIN,

Prin. Chief,

Choctaw Nation.

THE INDIAN CITIZEN

Atoka, I. T.
Thursday, November 2, 1899
Vol. 14, No. 28
Norma E. Smiser, Editor

EDITORIAL ON GREEN McCURTAIN

Through the courtesy of Hon. S. J. Homer, The Herald this week presents the recent message of Gov. McCurtain to the council. The instrument has not been given out for publication heretofore.

"This and all the time during the eight years allowed us to wind up the affairs of our government may be properly termed the period of the passing of our own tribal government; and though it is the last it is by no means the least important period of our own government's existence. The work of adjusting our affairs to the unconditional surrender of our political power and authority in 1906, is a task of many duties involving interests of the people you represent, and owing to the brief time allotted for the performance of these duties their labors cannot be deferred. You should, there-

fore, under a sense of deep responsibility to those with whom you share a common interest, enter actively upon surviving legislation worthy the confidence in you reposed.

"The abundant and valuable resources of coal, although under the direct supervision and control of the United States government, show a decrease of proceeds alarming in its proportions. A great hue and cry was raised by the United States authorities against tribal management of this interest, charging that corruption among the tribes was so rife as to render the United States government's protection a necessity. Accordingly collection and custody of the coal moneys were given to the United States government with the expectation that great good would come from such able management. Within a little less than a year from the time the United States government assumed this responsibility the opportunity came for the United States authorities to afford the protection promised. The miner's strike began and with it began the decrease of our coal revenues, our sole dependence. The mining companies made an effort to continue operation of the mines by the employment

of labor not in sympathy with the striking because of the influence of labor agitations from other states. Our vast coal resources are yielding a very small part of what should be their annual output, all on account of a strike existing between other parties for which we are in no wise responsible. This strike has its evil effects upon us in other ways besides that of effecting our educational interests. There is being imported here by the mining companies a foreign element of the lower strata, consisting chiefly of negroes and others of low caste, whose presence is an abomination rather than a benefit. Appela was made to the Interior Department that the interests of the nation may be properly protected. After many formalities and preliminaries amounting to reluctance a special inspector was directed to investigate the matter with which the department had been thoroughly acquainted by verified reports and should have known from the decrease in royalty receipts. Accordingly an investigation was made and an exhaustive report sent to Washington, and if there has been any action taken thereon this office has received no official advices to that effect. I

would suggest that action such as you may deem proper be taken by your body to the end that we may get the protection to which we are entitled and which we so much need.

"It appears that years ago, the Secretary of the Interior, on application from the M. K. & T., railroad company, and on which application the other parties interested were never given an opportunity to be heard, approved plats for station grounds along said company's line of railroad in the Choctaw and Chickasaw Nations. The approving of these plats the secretary must have done on his own responsibility, as there does not seem to be, in the absence of the tribes, consent any authority for such action either in law or treaty. These plats embrace exorbitant areas of land, and to quietly submit to the company's contention for them would be to condone a rank injustice and invite further outrage of our rights. This land claimed by the company is ours of good right; we never assented to any transfer of title or grant that the Secretary of the Interior may have made, and are in no way bound by his actions in the matter.

"My limited experience with Indian affairs

at Washington has been such as to convince me beyond all question of our need for official representation there. Many unexpected matters and contingencies have arisen requiring immediate attention at Washington. In a few instances of recent date it has become necessary to file protest on the part of the nation. The mere lodging of a protest with the department without the presence of a representative to urge its recognition has little effect, as it is not liable to receive the attention the question upon which it is drawn merits. In all my protests filed Capt. J. S. Standly very kindly appeared for the nation. As there were no provisions made for such services his kindness remains unrewarded. I would ask this council to make provisions for his remuneration for the services so kindly rendered.

"It is currently reported and widely published that the United States Indian Inspector has recommended the abolishment of all tribal governments. I have not seen a full statement of the Inspector's recommendations, but from all publications it seems that sweeping recommendations are made without assigning any reason therefore. Inasmuch as we have a treaty with the United States

government allowing us eight years from March 4, 1898, to wind up the affairs of our government, this recommendation, if carried out, would be a breach of faith with many evil consequences. We have eight years, time in which to wind up our affairs preparatory to the coming change, and have already begun this work with calculations for the time agreed upon. And to now force a premature change would be to work untold hardships on us in our affairs. We are not ready for the change such as would necessarily follow the change contemplated in the Inspector's recommendations. The present Inspector has been laboring among us for quite a while and his efforts and actions have had the effect only to complicate matters and cause expense. We should actively oppose this recommendation and continue our fight against it to the end."

4 The Chief also touched upon the expense of enforcing law relating to non-citizens and asked council to make provisions for this. The question of a settlement with the Chickasaw Nation of differences in royalty accounts was discussed in and recommendations made. The closing of the

rolls was presented to council with a report of the commission on that matter.

THE FORT GIBSON POST

Fort Gibson, Indian Territory,
Thursday, Nov. 9, 1899
Vol. 10 No. 2
J. S. Holden Editor

MESSAGE OF GOV. GREEN MCCURTAIN

Following is Gov. Green McCurtain's message to the Choctaw legislature:

This and all time during the eight years allowed to us to wind up the affairs of our government may be properly termed the period of the passing of our tribal government, and though it is the last, it is by no means the least important period of our government existence. The work of adjusting our affairs to the unconditional surrender of our political power and authority in 1906 is a task of many duties involving the interests of the people you represent, and owing to the brief time allotted for the performance of these duties, the labors can not be deferred. You should, therefore, with a sense of deep responsibility to those with whom you have a common interest, enter actively upon your duties and give to your people legislation worthy the confidence in you reposed.

Of the matters to be submitted to your consideration, I shall first call your attention to our finances. Since the royalties arising from coal have been paid into the treasury of the United States, the reports on royalty collections show a comparatively small aggregate. As these reports will come before your committees for examination and recommendation. I shall not dwell further on the subject.

MINERS' STRIKE

A subject kindred to that of our finances, and entitled to mention in this connection, is that of our coal interests. This abundant and valuable resource, under the direct supervision and control of the United States government, shows a decrease alarming in its proportions. A great hue and cry was raised by the United States authorities against tribal management of this interest, charging that corruption among the tribes was so rife as to render the United States government's protection a necessity. Accordingly the collection and custody of the coal moneys were given to the United States government, with the expectation that great good would come from such able management.

Within a little less than a year from the time that the United States government assumed this responsi-

bility, the opportunity came for the United States authorities to afford the protection promised. The miners' strike began, and with it began the decrease in our sole dependance. The mining companies made an effort to continue the operation of the mines by the employment of labor not in sympathy with the striking element, but this proved of little avail, as the striking miners here and others from the surrounding states, known as agitators, exerted a controlling influence to dissuade other labor. Thus the efforts of the mining companies to complete their operations were almost completely frustrated, which, of course, reduced the amount of coal revenues accordingly.

IMPORTED LABOR

This strike has its evil effect upon us in other ways. There is being imported in here by the mining companies a foreign element, consisting chiefly of negroes and others of a low caste, whose presence is an abomination rather than a benefit. It is against those conditions that we need a protection guaranteed us. Appeals were made to the interior department to intervene, that the interests of the nation may be properly protected. After many formalities and preliminaries, amounting to reluctance, a special inspector was directed to investi-

gate the matter, a matter with which the department had been acquainted by verified reports, and should have known from the decrease in royalty receipts. Accordingly the investigation was made, and an exhaustive report sent to Washington, and if there has been any action taken thereon, this office has received no official advices to that effect.

Just why the department should hesitate to afford us the protection promised under solemn guarantee is not fully understood by men, unless it be, as intimated, that the administration, having grave apprehension for its fate in the next campaign, prefers not to antagonize the miners' union. Whatever the cause of this indisposition, it is working a costly hardship upon the Choctaw people. In calling this matter to your attention, I have given you a full presentation of the case, that you may fully understand the situation, and I would suggest that action, such as you may deem proper, be taken by your body to the end, that we may get the protection to which we are entitled, and which we so much need.

ALLEGED LAND GRABS

Another matter of importance is that of the railroad station grounds on the Missouri, Kansas & Texas. It appears that years ago the secretary of the interior,

on application from the Missouri, Kansas & Texas Railroad Co., and on which application the other parties interested were given an opportunity to be heard, approved plats for the station grounds along said company's right of way in the Chickasaw and Choctaw nations. The approving of these plats the secretary of the interior must have done on his own responsibility, as there does not seem to be any authority for such action either in law or treaty. These plats embrace exorbitant areas of land, and to quietly submit to the company's contention for them would be to condone a rank injustice and further outrage of our rights. The land claimed by the company is ours of good right. We never assented to any transfer of title or grant that the secretary of the interior may have made, and we are in no way bound by his actions in the matter.

I would suggest that you appoint a competent and suitable man to at once proceed to the Chickasaw capital for conference with the authorities of that nation, with a view to united efforts against this outrage. The delegates that you send on this mission should be instructed to request the co-operation of the Chickasaws in this resistance to be formulated at a joint meeting of the Chickasaw and Choctaw authorities at a date during

this session of the council.

TRIBAL ABOLISHMENT

There is another matter of particular interest to us on which there should be a settlement, and that is our interest in the Chickasaw royalties. It is currently reported and widely published that the United States Indian inspector has recommended the abolishment of all tribal government. Inasmuch as we have a treaty with the United States government allowing us eight years from March 4, 1898, to wind up the affairs of our government, this recommendation, if carried out, would be a breach of faith, with many evil consequences. We have been given eight years in which to wind up our affairs preparatory to the coming change, and have already begun this work with calculations for the time agreed upon. And to now force a premature change would be to work an untold hardship upon us in our affairs.

Gov. McCurtain concludes his message by strongly urging a fight against the inspector's recommendations to the end.

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.,
Thursday, Nov. 9, 1899.
Vol. 6. No. 50.
W. G. D. Hinds,
B. F. Jobe, Proprietors

EDITORIAL ON MESSAGE OF GREEN McCURTAIN

In his recent message to the legislature. Governor McCurtain takes occasion to call the attention of the legislature to all the important matters connected with the government and the general interest of the Choctaw people at this very critical and anomalous period in their romantic history. He briefly refers to the fact that they are given eight years in which to wind up the affairs of their tribal government. These years are of more than passing importance. He says that there was a great hue and cry raised by the United States authorities against tribal management of the coal interest, charging that corruption among the tribes was so rife as to require the government of the United States to protect the coal interest. But instead of the United States management being beneficial it has been otherwise. The strikes came and

greatly reduced the royalty receipts upon coal. To remedy the strike the mine operators shipped into the territory a foreign element of law, character and caste and negroes which are an abomination rather than a benefit. The failure of the protection promised is working a great hardship on the Choctaw people.

He calls the attention of his law makers to the fact that years ago the Secretary of the Interior granted to the M. K. & T. Railroad company exorbitant areas of land without any right. He urges the council to take steps to resist these giants.

He urges the council to oppose Inspector Wright's recommendations to the government relative to abolishing tribal governments.

The governor says that the non-citizen population has increased to such an extent that the Choctaw Nation is unable to enforce its laws against this class of her population. He urges the council to appropriate money and call upon the United States for assistance to enforce the laws of the nation.

The message is a document that would be a credit to any state executive.

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.
Thursday, August 10, 1899.
Vol. 6. No. 38.
W. G. D. Hinds,
B. F. Jobe, Proprietors

NEWS ITEM OF GREEN McCURTAIN

Governor McCurtain's advice to the Choctaw board of education shows that he has with wisdom and foresight pointed out the only practical course left to pursue with regard to school matters. It would be impossible to conduct the schools on the partnership plan to the satisfaction of the tribal and federal authorities. The United States government has elected to take charge of the schools; it has decided to collect the money to pay the teachers and incidental expenses; it has sent men here to exercise all authority and to superintend the schools, then to the same govern schools. If it fails then the Indian government is in nowise to blame because it has been eliminated; if the schools prove successful then the Indian has nothing to regret because the federal government has done all that the Indian government could have done, and at less expense.

THE INDIAN CITIZEN

Atoka, Indian Territory
Thursday, January 5, 1899.
Vol. 13. No. 37.
B. S. Smiser,)
Norma E. Smiser,) Editors.

TIMBER LAW

The following is a copy of a letter from
Gov. McCurtain to W. M. Dunn of Red Oak, I. T.,
concerning the timber law:

Sans Bois, I. T.,
Dec. 30, 1898.

Mr. W. M. Dunn,
Red Oak, I. T.,

Dear Sir:

I have your letter of the 29th instant; and
in reply would say that while it is currently reported
that the timber act passed at the recent session of
Council was not approved, yet I have had no official
notice to that effect. Council also passed a law
abolishing the office of National Agent, thus leaving
the Nation without any one authorized to make a timber

contract; but should a contract be made, there is no one authorized to collect the royalty, as Council also passed a law abolishing the office of Inspector. There being therefore, no one authorized to make a binding contract, one that could be enforced in a court, and no one authorized to receive the royalty under a contract, I have decided to take no further steps in the matter, and will let the timber business stop, except mining timbers. I am, however, doing all I can to hurry up the allotment, and am in hopes we will be able to give members of the tribe such title in a few months as will enable them to sell their timber. All there is left for you is to wait until that time.

Whatever my personal feelings might be in this matter, I am compelled to take the above stand because of the unanimous action of the last Council in repealing the law allowing the timber contracts. I find among all my people everywhere, with the fewest exceptions, earnest approval of the Council's action in stopping the timber business. As Chief, I am bound to respect the wishes of so great a majority of my people.

Very truly,

GREEN McCURTAIN

Principal Chief C. N.

THE PURCELL REGISTER

Purcell, Chickasaw Nation, I. T.,
January 13, 1899
Vol. 12 No. 7
W. H. Walker, Editor

NEWS ITEM OF GREEN McCURTAIN

The legislation of the recent Choctaw Council has not been favorably received at Washington, and scarcely any of the measures approved. National Secretary Solomon Homer is now in Washington, where he was sent by Governor McCurtain to look into certain situations. Mr. Homer is well qualified to represent the Nation's interest and to take in the situations there. -- Indian Citizen.

THE INDIAN CITIZEN

Atoka I. T.
Thursday, March 9, 1899
Vol. 13, No. 45/
S. Smiser
Norma E. Smiser } Editors

PROCLAMATION OF GREEN McCURTAIN

Whereas, An act passed by the General Council of the Choctaw Nation in regular session, October, 1898, appropriating the sum of \$20,000, to defray expenses necessary to the Nation's defense in citizenship cases, such as attorney fees, witness fees and salaries of the citizenship commissioners, and,

Whereas, Said act was disapproved by the President of the United States because of its appearing excessive in amount of appropriation, which appearance came from the act not being sufficiently specific in its application and,

Whereas, The disapproval of this act by the President has practically left the Nation without any means of defense in the many citizenship cases now pending, wherein the interests of the Nation are largely involved, and which have already cost the

Nation a considerable amount of money for defense in the U. S. District Courts and appeals to the U. S. Supreme Court.

Now, therefore, I Green McCurtain, Principal Chief of the Choctaw Nation, by the authority in me vested, do, by proclamation, call an extra session of the Choctaw Council, with all its officers, to convene at Tushkahoma, the capital of the Choctaw nation, on the 15th day of March, A. D., 1899, at nine o'clock a. m for the purpose of making an appropriation for the defense of the Nation in citizenship cases.

Done at the Executive Office of the Choctaw Nation, this the 28th day of February, A. D, 1899.

GREEN McCURTAIN

Prin. Chief, Choctaw Nation

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.
Thursday, March 16, 1899.
Vol. 6. No. 17
W. G. D. Hinds,
B. F. Jobe, Proprietors

EXTRA SESSION OF COUNCIL CALLED BY GREEN McCURTAIN

Gov. Green McCurtain has called an extra session of the Council of this nation to meet at Muskahoma, the capitol, on the 15th day of March 1899, which is next Wednesday.

The session is called for the purpose of making an appropriation for the defense of the nation in citizenship cases, as stated in the proclamation issued by the Governor and published in to-day's Citizen.

It will be remembered that an appropriation of \$20,000 was made for this purpose by the last General Council, but the same was disapproved by the President of the United States. The reasons for the disapproval, as stated, were that the Act appeared excessive in the amount appropriated, was too general in its nature, etc.

The Department appeared to think that the

Council intended to give the power of making the Choctaw rolls to the Choctaw Commission and to take it away from the Dawes Commission, and that an approval of the Act by the President would cause complications, etc. Any one who understands the situation in reference to applications for citizenship in this nation, and the status of many who are now on the rolls as doubtful citizens, can clearly see the absolute necessity for a commission from this nation to co-operate with the Dawes Commission in making up a final roll. It was explained to the Department that this was the only intent of law, but they conceived the Act to be so uncertain in its nature, that they could only recommend its disapproval.

The members of the Choctaw Citizenship Commission understand the status of almost all of these doubtful cases and the Dawes Commission does not. This latter Commission acknowledges the necessity for the former, and we are informed have so stated to the Department. The nation has too much involved in this matter to lightly pass it by without a proper representation on the part of the nation, and hence the necessity of an extra session of Council to do this work over again, and put it in such shape that it will receive the approval of the President.

THE CLAREMORE PROGRESS

Claremore, Ind. Ter'y.
Saturday, April 1, 1899
Vol. 7 No. 8
A. L. Kates, Manager

HOW TO ALLOT BY THOS RYAN

The Secretary of the Interior has insued the following amendments to the rules and regulations of October 7, 1898, governing the selection and retention of prospective allotments of lands in the Indian Territory.

The rules and regulations made by the Secretary of the Interior October 7th, 1898, in order to better comply with and carry into effect the agreement between the United States and the Choctaws and Chickasaws, proclaimed at Atoka August 30th, 1898, are hereby modified to read as follows:

Each Choctaw and Chickasaw citizen, except Freedmen, may select in manner provided in said rules, in lieu of the two hundred and forty acres therein specified, one hundred and sixty acres of land as a homestead, from any lands upon which he now owns the improvements, or from

any lands not occupied or in the possession of any other citizen.

Any citizen holding land in excess of that to which he and his family are entitled under the act of congress of June 28, 1898, who fails or refuses to make selections for himself and family of lands which they may hold under said act, within four months after the commission shall have located its offices within said tribes, will be deemed to have elected to hold the forty-acre sub-division upon which his residence or most valuable improvement is located, and the contiguous land in amount to which he and his family are entitled as provided in said act; or the same may be selected and set apart to him and his family by the Commission to the Five Civilized Tribes.

Any citizen desiring to make selections of lands occupied by another citizen shall be required to give such occupant ten days notice of the time of filing his application, and if upon hearing of evidence adduced by both parties, the commission is satisfied that such lands are held by the occupant contrary to the provisions of sections 16 and 17 of the act of congress, June 28, 1898, certificates of selection shall be issued to the said applicant, subject to the right of appeal, as in

other cases.

No citizen will, however, be permitted to select lands for a homestead which by reason of the location, are in value more than his pro rata share of the value of the whole lands of said tribes.

Choctaw and Chickasaw freedmen may each select forty acres in manner aforesaid.

Citizens making selections of homesteads, and Choctaw freedmen making selections of forty acres, as herein provided, shall receive patents therefor, as provided in said agreement proclaimed August 30, 1898.

After all citizens and freedmen have made selections as aforesaid, they may thereafter remain in undisturbed possession of other lands held by them. so far as permissible under the act of congress of June 28, 1898, except pasture lands held contrary to the Choctaw and Chickasaw laws, until general allotment of the lands of said tribes.

THOS. RYAN,
Acting Secretary.

Washington, March 18, 1899.

THE INDIAN CITIZEN

Atoka, I. T.
thursday, April 20, 1899
Vol. 13, No. 52
S. Smiser)
Norma E. Smiser) Editor's

AN ACT

South McAlester, I. T.
April 18.

The Choctaw council has just enacted the following, which will act to stop the issuance of scrip in the Chocraw nation:

Be it enacted by the general council of the Choctaw nation assembled, that hereafter no clerk of any court, nor any judge of this nation, shall have the right or authority to issue any county scrip; and so much of any law or laws heretofore enacted which gave any clerk or judge the right or authority to issue county scrip be, and the same is hereby repealed; that hereafter in all civil suits the plaintiff shall give bond for the payment of all costs; that this act

shall take effect and be in force from and after
its passage and approval.

GREEN McCURTAIN
Principal Chief.

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.,
Thursday, May 18, 1899.
Vol. 6. No. 26.
W. G. D. Hinds, Proprietors
B. F. Jobe,

EDITORIAL ON GREEN McCURTAIN

Washington,
May 6, 1899.

The request of the Secretary of the Interior to have the appraisement of the lands of the Choctaw and Chickasaw Nations begin as soon as practicable was referred to the Indian office for a report. It seems to be quite well understood that the Indian office report has been made and is quite favorable to the early beginning of the work. The matter has since been referred to the Dawes Commission for a report. A favorable report from that Commission is anxiously looked for.

The regulations prescribed by the Secretary of the Interior, Oct. 7, 1898, to govern mineral leases in the Choctaw and Chickasaw Nations require the trus-

tees for said nations to receive applications from parties desiring to make leases of lands within said nations for the purpose of engaging in the mining of coal, asphalt or other minerals, and if authorized by the United States Indian Inspector for the Indian Territory, to enter into leases with the parties. The trustees, thinking the department had been led into an error in authorizing and directing them to lease "other minerals" beside coal and asphalt, called attention to the matter on the ground that they thought their authority was limited to "coal and asphalt." This action of the Choctaw and Chickasaw trustees was referred to the Indian office for a report. The Indian office sustained the trustees and held that nothing but "coal and asphalt" could be leased. The department overruled the Indian office and held that the regulations were proper and within the law.

Gov. McCurtain of the Choctaw Nation has made a very strong protest to the Commissioner of Indian Affairs against the ruling of the department, and sustaining the view of the trustees and of the Indian office. No leases for "other minerals" than coal and asphalt have been sent up here yet. If such a lease

should be made and sent up here for approval, the Secretary will review the whole question; but for the present the matter will be held in abeyance.

An act of the Choctaw Council passed at its recent session in March repealing all laws authorizing the manufacture and sale of timber has been approved by the President. This puts an end to the timber agitation in the Choctaw Nation.

THE INDIAN CITIZEN

Atoka I. T.
July 6, 1899
Vol. 14. No. 11
B. S. Smiser)
Norma S. Smiser) Editor's

LETTER OF GREEN McCURTAIN

Sans Bois, I. T.

June 28th, 1899

Mr. J. L. Ward,
Sheriff Atoka County,
Coalgate, Ind. Ter.

Dear Sir:

You are ordered to stop any and all non-citizens from cutting hay who may be engaged in that business in your county, and to seize any hay that they might have on hand cut by them or other non-citizens this year and make report of same to this office, giving names of offending parties and their post-office addresses. You

are also directed to report all noncitizens to this office who are holding more cattle than is allowed by law, giving names of parties, their post-office addresses, number and brands of cattle so held.

Very respectfully,

GREEN McCURTAIN,

Prin. Chief Choctaw Nation

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.,
Thursday, July 13, 1899.
Vol. 6. No. 34.
W. G. D. Hinds,
B. F. Jobe, Proprietors

COMPLAINT FILLED BY GREEN McCURTAIN

Special Inspector Zevely arrived in the city this morning from Muskogee.

Mr. Zevely was sent here by the Secretary of the Interior to investigate into the complaint filed at the Interior Department by Gov. McCurtain, of this nation, which complaint among other things alleges that sixty-four striking miners at Lehigh and Coalgate were inimical to the best interests of the Choctaw Nation and that they should be declared as intruders and expelled from the nation.

The Choctaw officers of Atoka county are here also. They filed the formal complaint with Gov. McCurtain alleging in substance, the same as above. They are represented by Mr. W. L. Richards.

On the part of defendants, the coal miners, Messrs. Harley & Lindley appeared before Inspector Zevely.

The complaint of the Choctaw authorities cover many sheets of typewritten paper, and arrayed against this are scores of depositions from miners and others.

The examination was begun this morning and will last probably through tomorrow. Inspector Zevely will make up his report from this investigation and forward it to the Interior Department.

There are a number of Choctaw officials in the city, and about all the mining companies of the nation have representatives here. There are a number of miners here also from Lehigh and Coalgate and from other points who are members of the United Mine worker' Association.

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.
July 13, 1899
Vol. 6 No. 34
W. G. D. Hinds.) Proprietors
B. F. Jobe.)

AN ORDER RECEIVED BY GREEN McCURTAIN

Gov. McCurtain has sent to the Sheriffs of the different counties of the Choctaw nation a copy of a letter recently received by him from the Secretary of the Interior in reference to cattle held by non-citizens in this nation, says the Talihina News. The purport of the order is that the sheriffs shall ascertain the number of cattle held by such non-citizens and collect from the owners thereof the sum of \$1 per head. The law for this order is found in Section 2117 of the statutes of the United States, which reads as follows:

"Every person who drives or otherwise conveys any stock of horses, mules or cattle, to range and feed on any land belonging to any Indian or Indian tribe, without the consent of such tribe, is liable to a penalty of one dollar for each animal of stock."

In further substantiation of the order, an

extract from the Choctaw laws reads as follows:

"No non-citizen shall be allowed to own, control or hold any stock of any kind within the limits of the Choctaw nation * * * to exceed ten head in all."

Some of the cattle owners near here are of the opinion that as the cattle they hold were purchased within the limits of this nation they are exempt from the provisions of the order, but this illusion the above extract from the Choctaw laws quickly dispels. On failure of the cattle owners to pay the requires amount the sheriffs are ordered to seize the cattle and sell them under regular execution proceedings.

The order affects several heavy owners in the Choctaw nation and the royalty will amount to several thousand dollars from this town alone.

The order will no doubt be contested in the United States courts, but as the law on the subject is very explicit indications are that the cattle owners must either pay the amount or suffer the consequences.

THE INDIAN CITIZEN

Atoka, Indian Territory
Thursday, July 27, 1899.
Vol. 14. No. 14.
Norma E. Smiser, Editor.

EDITORIAL ON GREEN McCURTAIN

Quite a controversy has arisen between Gov. McCurtain and Inspector Wright over the question of the power of Choctaw authorities to enforce their law of October 30th, prescribing a royalty on hay. Said law provides as follows:

"That from and after the passage of this act a royalty of fifty cents per ton is hereafter levied on all prairie or wild grass cut for sale or barter, whether upon the public domain or within a citizen's inclosure."

This controversy rose out of the refusal of some parties to comply with the above law on the ground that under the 16th section of the Curtis act, approved June 28, 1898, they were entitled to take the wild grass from lands in their rightful possession without the payment of royalty to the

Choctaw Nation.

Gov. McCurtain referred the matter to the U. S. Indian agent and the agent in a letter of June 23, 1899, suggested that the sheriffs of the several counties, where the unlawful cutting of hay was being done, be directed to insist upon compliance with the above quoted provisions of the Choctaw Law and require bonds for the payment of the royalty.

The Indian Inspector for the Indian Territory approved this action of the U. S. Indian agent.

Further refusal of parties cutting hay to comply with the Choctaw law resulted in complaint being made against them. This situation brought the matter again to the said Indian Inspector for his action. He then decided that he found nothing in the Atoka agreement in conflict with section 16 of the Curtis Bill which provides in one paragraph:

"That where any citizen shall be in possession of only such amount of agricultural or grazing lands as would be the just and reasonable share of the lands of his nation or tribe and that to which his wife and minor children are entitled, he may continue to use the same or receive the rents until allotment has been made to him."

The Indian Inspector continues to hold that where Choctaw citizens are actually in possession of lands of the proportionate share of themselves and families they would not be required to pay royalty on hay cut within such limits, but that hay cut on lands more than their proportionate share would be subject to the Choctaw law. Gov. McCurtain has appealed the case to the Interior Department.

Gov. McCurtain contends that the application of section 16 of the Curtis Bill in its use of the term "citizen" is to citizens enrolled by the Dawes commission and no others, and as that roll is not yet completed the said 16th section cannot apply.

He also contends that said section 16 is in direct conflict with the Atoka agreement, because under said agreement the Choctaws and Chickasaws are allowed eight years from the fourth day of March, 1898, in which to continue their government; and as the administration of their laws (except in cases in which they surrendered the jurisdiction) is their government, and any section of said Curtis Bill interfering with such administration is a

conflict and cannot, according to the Curtis Bill itself, prevail.

He contends furthermore that not only would such an application of section 16 of said Curtis bill as the Indian Inspector seeks to make, operate to annul the hay royalty law of the Choctaw Nation, but it would also annul the act of the General Council passed at its special session in March 1899, and approved by the President of the United States, which prohibits the introduction of cattle into the Choctaw Nation, except in the months of November and December of each year; because citizens could and would in the same way exercise exclusive control over their proportionate shares of land, and place cattle on their lands and get rents.

The Indian Department can't well get away from Gov. McCurtain's contention that the clause of the Atoka agreement reserving the qualified right of self-government is in conflict with the provisions of said section 16 governing the rights of occupancy by the citizens of said nations, and that the right of self-government included the power to regulate the occupancy by the citizens of said nations of

the lands thereof and prescribe the conditions under which such occupancy can be exercised.

Gov. McCurtain's contention seems to us sound in any event, and we think parties cutting prairie hay in the Choctaw Nation for sale or barter had better pay the royalty.

Any appurtenance of the soil goes with the soil, and the ownership of the soil attaches to an appurtenance of the soil, whether it is prairie grass, timber, stone or coal, just as it does to the soil itself, as long as it is not severed by contract or deed of the owners. In this instance there is no contract or deed severing the prairie grass from the soil; but on the contrary the owner, the Choctaw Nation, is asserting and emphasizing the ownership.

THE INDIAN CITIZEN

Atoka, Indian Territory
Thursday, August 17, 1899.
Vol. 14. No. 17.
Norma E. Smiser, Editor and Mgr.

LETTER OF GREEN McCURTAIN

Sans Bois, I. T.,
July 29th, 1899.

Hon. N. J. Holson,
Circuit Judge,
First Jud. Dist.,
C N., Summerfield, I. T.,

Sir:

Your attention is call to a statement made by U. S. Indian Inspector Wright in a letter to me dated May 27th, 1899, written in reference to a letter from me to the Inspector concerning the enforcement of our medical laws, which statement is as follows:

"As I advised you the Interior Department will see that the tribal laws are complied with by non-citizens, PROVIDING that the tribal officers comply strictly with the tribal laws in good faith and show

no discrimination. Many complaints have been made that this Medical Board is not acting in good faith, and not dealing justly with all, and unless assurance is furnished me that they will so act hereafter, it will be necessary for me to recommend to the Department that the tribal laws be not enforced"

The above statement of the Inspector needs no explanation; nor has it any mysterious application. It simply means that the Choctaw officials, not the Medical Board alone, are required and must do their duty and their full duty if they expect to continue the Choctaw government for eight years from March 4th, 1898.

You are, therefore, informed that a strict performance of duty by the officials of this nation is required; of the circuit judges, district attorneys, sheriffs and others, and so much of our jurisdiction as was retained under the agreement be fully exercised and the laws executed to the letter. And any official failing to perform his duties as required by law will be promptly removed from office without further admonition.

In the matter of trials before your court, I must insist upon the administration of the law, not

only justly but firmly and in the interest of peace and good government. Unnecessary delay in the trial of cases obstructs the course of the law and not infrequently defeats justice; trials should, therefore, be as speedy as circumstances of the case will admit and as would be consistent with a fair and firm administration of justice. Leniency to excess should not be practiced by the court; it creates disrespect and finally contempt for our laws and renders their enforcement difficult. In the discharge of your duty, you should not be deterred in the exercise of your authority by threats of defendants or their attorneys to seek redress in the courts of the United States, for it is not the policy of the United States government to obstruct or interfere with the course of justice when properly pursued and carried out. I would advise you to thoroughly acquaint yourself with the laws of this nation governing cases over which your court has jurisdiction that you may fully understand their application and readily rule on them.

Without casting any aspersions particularly upon your official character and the manner in which you have heretofore performed your duties, you are informed that better results are expected from the

circuit courts of this nation; that a fair, impartial and fearless administration of the laws of this nation is required. The time (eight years from March 4 18-98) allowed us to wind up the affairs of our tribal government is limited and short, and if we continue in the same desultory manner that has for years characterized our court procedure the lapse of eight years will find us in really a more unprepared condition for the contemplated changes than at the time the agreement was made This, I hope, conveys clearly to your mind my intention in thus calling your attention to these facts; and I indulge the hope that you will readily perceive the necessity for firm and speedy administration of our laws -- the continuance of our government for the stipulated time depends upon our conduct of its affairs -- and that you will discharge your duties in a manner looking to that end. I have written to the several district attorneys directing that they inaugurate a vigorous and uncompromising prosecution against all violators of the Choctaw law coming under their jurisdiction.

Very respectfully,

GREEN McCURTAIN

P. C., C. N.

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.,
Thursday, Aug. 31, 1899.
Vol. 6. No. 41.
W. G. D. Hinds,
B. F. Jobe, Proprietors

LETTER OF GREEN McCURTAIN TO EDWIN LUDLOW

Sans Bois, I. T.,

Aug. 23, 1899.

Mr. Edwin Ludlow, Supt.,
Hartshorne, I. T;

Dear Sir:-

In reply to your letter of the 18th instant, in which you state that many of the striking miners have either left the country or returned to the mines, but that there is at each mine a small guard of men left, who are in the employ and are paid by an organization known as the "United Mine workers of America," who endeavor to dissuade imported men from entering the mines. You are informed that I have decided to instruct the sheriffs of Gaines and Tobucksy counties to call upon

you for the purpose of having the agitators pointed out to them, and that when such men are designated to them, the sheriffs are directed to demand of them their permits, and if they have no permits, or are not following any legitimate avocations, steps will be taken to cause their removal. The sheriffs are directed to inform the holders of permits who have no occupation that their permits are revoked.

In this matter, I desire that you give whatever assistance you can to the sheriffs that they may proceed against the proper ones, and may be by this united action we can succeed in having the mines fully operated and a fair output of coal.

Very respectfully,
GREEN McCURTAIN,
Prin. Chief,
Choctaw Nation.

THE INDIAN CITIZEN

Atoka, Indian Territory
Thursday, September 7, 1899.
Vol. 14. No. 20.
B. S. Smiser,)
Norma E. Smiser,) Editors.

NOTICE OF GREEN McCURTAIN

Executive Office,
Choctaw Nation.

To all Sheriffs of the Choctaw Nation:

You are hereby ordered to make diligent inquiry for all persons in your respective counties who failed to enroll with the Dawes commission at their late appointments and notify all such persons to appear at Tuskahoma on the second Monday in October, 1899, to be then and there enrolled by said commission. This applies to bona fide citizens and not to applicants heretofore not recognized as citizens.

Very respectfully,
GREEN McCURTAIN,
P. C. C. N.

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.,
Thursday, September 14, 1899.
Vol. 6. No. 43.
W. G. D. Hinds, Proprietors
B. F. Jobe,

NEWS ITEM ON GREEN McCURTAIN

This morning a telephone message was received in this city from Sans Bois stating that Governor McCurtain is improving as rapidly as could be expected, and that his physicians pronounce him entirely out of danger.

CANADIAN ADVERTISER

South Canadian, Indian Territory,
Friday, September 15, 1899
Vol. 2 No. 3
J. D. Tignor, Editor

LETTER OF GREEN MCCURTAIN TO INDIAN SHERIFFS

Gov. McCurtain, of the Choctaw nation has issued the following to Indian Sheriffs:

Executive Office,

Choctaw Nation:

You are hereby ordered to make diligent inquiry for all persons in your respective counties who failed to enroll with the Dawes commission at their late appointments and notify all such persons to appear at Tuskahoma on the second Monday in October, 1899, to be then and there enrolled by said commission. This applies to bonafide citizens and not to applicants heretofore not recognized as citizens.

Very respectfully,
GREEN MCCURTAIN,
Principal Chief
Choctaw Nation.

THE FORT GIBSON POST

Fort Gibson, Indian Territory,
Thursday, Sep. 21, 1899
Vol. 9 No. 48
J. S. Holden Editor

NOTICE TO SHERIFFS

Gov. McCurtain has issued the following notice with reference to enrolling citizens who failed to be enrolled by the commission:

"Indian Sheriffs:

You are hereby ordered to make diligent inquiry for all persons in your respective counties who failed to enroll with the Dawes commission at their late appointments, and notify all such persons to appear at Tuskahoma on the second Monday in October, 1899, to be then and there enrolled by the said commission. This applies to bona-fide citizens, and not to applicants heretofore recognized as citizens."

INDIAN CITIZEN SUPPLEMENT

Atoka, Indian Territory
Thursday, September 21, 1899.
Vol. 14. No. 22.
Norma E. Smiser, Editor and Mgr.

LETTER OF GREEN McCURTAIN

San Bois, I. T.,

Sept. 6th 1899.

Hon. J. Geo. Wright,
U. S. Indian Inspector,
Muskogee, Indian Territory.

Sir:

In the matter of the ruling of the Honorable Secretary of the Interior under date of August 1, 1899, and communicated by you to this office August 7, 1899, allowing the cutting and manufacture of timber in the Choctaw Nation for building and improvement purposes where the timber is to be used for these purposes in good faith by citizens of this nation and taken from lands which they claim to be their prospective allotments, and providing that a part of the timber so cut

shall be received as toll by the lumber companies as their compensations for cutting it. I desire to submit for the Department's consideration my opposition to this ruling.

Attention is called to statement made by the Acting Secretary of the Interior in a communication addressed to you, a copy of which was furnished this office, dated March 9, 1899, relative to cutting timber in the Choctaw Nation. Among other things, the Acting Secretary says:

"There will hardly be any question that the timber growing on the land of said nation is a part of the realty, and under the law, the tribal authorities of the nations in the Indian Territory have no legal right to dispose of the same Section 2116 of the Revised Statutes of the United States declares:

'No purchase, grant, lease, or other conveyance of lands, or any title or claim thereto from any Indian nation or tribe of Indians shall be of any validity in law or equity, unless the same be made by treaty or convention entered into pursuant to the Constitution.'

The above was stated by the Acting Secretary in connection with and in support of his decision

relative to the issuance of contracts to certain lumber companies to cut yellow pine timber wherein he decided that the tribal authorities of this nation had not the legal right to dispose of the timber on the lands of said nation. In this decision of the Acting Secretary's the tribal authorities of this nation acquiesced, as is evidenced by a subsequent act of the Choctaw Council in repealing acts authorizing the shipment and sale of timber in the Choctaw Nation, which act is as follows:

"Section 1. That all acts heretofore passed authorizing the sale and shipment of timber in the Choctaw Nation, except timber furnished for mining purposes within the Choctaw Nation, be and the same are hereby repealed.

Section II. Be it further enacted, That this act shall not be so construed as to prohibit citizens of this nation from getting board and rail timber and firewood for their own use, and that this act shall take effect, etc."

The foregoing act of the Choctaw Council was approved by the President of the United States, May 4, 1899. Thus it will be seen that there exists, as well as United States Statute, a tribal law,

signed by the President of the United States, prohibiting the sale of timber in the Choctaw Nation. And as the sale of timber in this nation is prohibited by both United States and tribal Statutes, which have not been superseded by any law or legislative action to the contrary, the authority of the Secretary's ruling in this matter is not easy of comprehension, and is, in fact, questioned.

The requirement, under the Secretary's ruling, that a part of the timber companies as compensation for cutting or sawing the timber, does not satisfy the intention of the law, nor does it take it out of the meaning of the statute. The intention of the law is plainly to protect the timber belonging to the tribe, which is common property and cannot be individualized until allotment of land is made. And as to the meaning of the Statute, section 2116 of the Revised Statutes of the United States, it is evident from its language that any conveyance of this or any part of the realty is prohibited or is without validity, as this section declares:

"No purchase, grant, lease, or other

CONVEYANCE of lands, or any title or claim thereto from any Indian nation or tribe of Indians, shall be of any validity in law or equity.

Now, the paying of a toll or a part of the timber is a CONVEYANCE of the timber, and is clearly within the meaning of section 2116 of the Revised Statutes of the United States, and is hereby prohibited.

The Acting Secretary further states in his said communication to you of March 9, 1899:

"If there be no authority for the tribal governments in the Indian Territory to make valid leases for grazing purposes, they are also without authority to make valid contracts for the cutting of timber in said nation. Besides a bill (H. R. No. 11218) was introduced in the House by Mr. Little, of Arkansas, "to enable the Secretary of the Interior to protect the timber in the Indian Territory and to secure the collections of proper royalties therefor" Said bill declares:

"That the Secretary of the Interior is hereby empowered at his discretion, to lease any timbered land or to permit to be cut, sawed and manufactured any timber in the Indian Territory and

belonging to either of the Five Civilized Tribes of Indians in the Indian Territory and to fix the rate and royalty and charges to be paid therefor, and shall have full power and authority to prescribe all necessary rules to carry out the authority and for collection of royalties for the benefit of said tribes"

Said bill was referred to the Committee on Indian Affairs of the House on January 10, 1899, and was reported back "with recommendation that it do pass," but no further action was taken thereon by Congress."

Since the above proposed bill was never acted upon by Congress, and no legislation was had thereon, the same cannot be invoked by the Secretary as authority for him to permit to be cut, sawed and manufactured any timber in the Choctaw Nation and belonging to the Choctaw tribe of Indians in the Indian Territory, as was contemplated in the proposed bill. This authority intended to be given the Secretary of the Interior was never given. And in the conclusion of the said communication of the Acting Secretary herein referred to he says:

"No legislative action having been taken

authorizing the Secretary of the Interior to lease said lands, as provided in said bill, and there being no law of the United States authorizing the Indian tribes in the Indian Territory to sell or lease their lands to individuals without the consent of the United States, it is clear that said timber contracts cannot be approved by the Secretary.

It is noted here that the Acting Secretary says, NO LEGISLATIVE ACTION HAVING BEEN TAKEN AUTHORIZING THE SECRETARY OF THE INTERIOR TO LEASE SAID LANDS AS PROVIDED IN SAID BILL. Neither was any legislative action taken authorizing the Secretary of the Interior to permit to be cut, sawed and manufactured any timber in the Choctaw Nation and belonging to the Choctaw tribe of Indians in the Indian Territory. The same condition regarding the Secretary of the Interior's authority to lease any timbered land or to permit to be cut any timber in this nation, that existed March 9, 1899, exists today; there has been no legislation giving to the Secretary any such authority. And I respectfully submit that if he had not the authority then to lease timbered land or to permit to be cut, he has not that authority now.

The work of making the Choctaw rolls and appraising the lands of the Choctaw Nation preparatory to the allotment of lands is being pushed as rapidly as conditions will permit. Why not then let the timber remain undisturbed until the lands are individualized, when each allottee will have an unrestricted right to the timber on his land? The timber on the lands of this nation is a part of the realty, or has been so decided by the Department, and is common property and should be treated as such. The time cannot be far distant when each Choctaw citizen will have full control of the timber on his or her land; and surely there can be no dearth of timber for the short time intervening, such as would work sacrifice and suffering.

The representations made by the lumber companies to the effect that many of the citizens of this nation are in dire distress because of the scarcity of lumber and building material do not ring with truth or excite the organization of relief committees among people who are acquainted with the real conditions; an investigation would reveal an object of self interest on the part of the lumber companies. But if the citizens are permitted to cut and have

sawed up the timber now left, the time will come after allotment, and to some of us soon, when remedy cannot be had, that there will be actual suffering. Much of our land is valuable only for the timber that is on it, and to permit it to be denuded of all that is valuable on it would be an injustice to the poor unfortunate that takes it in his allotment -- although he may be willing to it now, need and regret would overtake him at a time too late for remedy.

On behalf of the Choctaw people, many of whom are less provident than they should be, and in the interest of their present and future welfare, I earnestly and respectfully appeal to the Department to reconsider its ruling permitting the cutting of timber in the Choctaw Nation as herein before stated, before the allotment of lands.

Very respectfully,

GREEN McCURTAIN,

Prin. Chief, Choctaw Nation.

THE SOUTH McALESTER CAPITAL

South McAlester, I. T.,
Thursday, Oct. 19, 1899.
Vol. 6. No. 48.
W. G. D. Hinds,
B. F. Jobe, Proprietors

A RESOLUTION SIGNED BY GREEN McCURTAIN

BILL NO. 2

A resolution authorizing the Principal Chief to appoint a commission to investigate and report upon the condition of affairs at the Jones Academy.

Be it resolved by the general council of the Choctaw Nation assembled:

That the Principle Chief is hereby authorized and directed to appoint a commission of two members of the council whose duty it shall be to proceed immediately after this appointment to the Jones Academy and then make full, minute and careful investigation into the condition of said academy and especially to examine the preparation, quality and quantity of food supplied to the pupils of said Jones Academy and to examine and investigate such other feature in the man-

agement and conduct of said school as in the minds of said commission shall seem expedient and necessary to the interests of said school. Be it further

Resolved, That said commission shall make written report to the present session of the council as soon as convenient after their work and that said commission shall be entitled to only their actual expenses in going to and returning from said academy and this resolution shall take effect and be in force from and after its passage.

Proposed by L. W. Oakes. Approved this 7th, day of October 1899.

GREEN McCURTAIN,

P. C. C. N.

J. E. DYER Rec. Sect'y.

BILL NO. 4

Resolution requesting the Secretary of the Interior to make a report:

Be it resolved by the general council of the Choctaw Nation assembled.

Section 1. That the Principal Chief is hereby

empowered and authorized to request the Secretary of the Interior to furnish him with a statement showing the amount of money received out of revenues and royalties since the adoption of the Choctaw, Chickasaw and Dawes agreement and also the amount of disbursements made therefrom and report the same to the present session of council.

Section 2. Be it further

Resolved, That this resolution take effect and be in force from and after its passage.

Proposed by E. N. Wright. Approved this 12th day of October, 1899.

GREEN McCURTAIN,

P. C. C. N.

E. E. DYER, Rec. Sect'y.

BILL NO. 5

Resolution instructing the Board of Education.

Whereas, The Secretary of the Interior of the United States has assumed control of the Choctaw Nation and the laws of the Choctaw Nation require the Board of Education of the Choctaw Nation to supervise,

manage and control the schools of the Choctaw Nation
and

Whereas, the said laws of the Choctaw Nation
are in full force the same having been reported nulli-
fied or suspended by any law or treaty, and

Whereas, the Board of Education of the Choctaw
Nation has ceased to supervise, manage or control said
school on account of the interference of the said Sec-
retary of the Interior without authority of law, there-
fore be it

Resolved, By the general council of the Choc-
taw Nation assembled, That the Board of Education
is hereby ordered and instructed to proceed at once
to open up and conduct the schools of the Choctaw
Nation according to Choctaw law.

Proposed by W. H. Durant. Approved this the
12th day of October, 1899.

GREEN McCURTAIN,

P. C. C. N.

E. E. DYER, Rec. Sect'y.

THE INDIAN CITIZEN

Atoka, I. T.
Thursday, November 2, 1899
Vol. 14, No. 28
Norma E. Smiser, Editor

EDITORIAL ON GREEN McCURTAIN

Gov. McCurtain takes issue with Indian Inspector Wright on the subject of abolishing tribal governments. The Governor contends that it takes all the time allowed by treaties to wind up the affairs of the Choctaw government, and wants the government of the United States to permit the Indian to wind up their affairs in an equitable manner.

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THE INDIAN CITIZEN

Atoka, I. T,
Thursday, November 9, 1899
Vol. 14, No. 29
Norma E. Smiser, Editor

EDITORIAL ON GREEN McCURTAIN

Governor McCurtain of the Choctaw Nation tells a few unpallatable truths about the strike and small pox. He places the blame where it properly belongs and that is on the shoulders of Ludlow the mine boss, the officials of the Choctaw road who persistently denied that the disease was small pox, and a few others down there who did not really know small pox when they saw it, or if they did they lied about it -- all on their "professional honor." Governor McCurtain and THE INDIAN CITIZEN are placing the blame where it properly belongs, and Ludlow and his coterie of hirelings should be made to feel the results of their duplicity.

THE INDIAN CITIZEN

Atoka, Indian Territory
Thursday, August 10, 1899.
Vol. 14. No. 16.
Norma E. Smiser, Editor.

EDITORIAL ON GREEN McCURTAIN

All reliable and honest authority acknowledge and proclaim a victory for the Tuskahoma ticket. The Council will undoubtedly have a Tuskahoma majority which is vital only to preserve peace and harmony and secure best legislation. Since the Secretary has to approve all act of Council there is not much danger -- even if the Unions got a majority and should they pass an Act which Gov. McCurtain vetoed there is no doubt as to whom the Secretary would sustain. Dealing this long with Gov. McCurtain has shown the Department he is the friend of his people.

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THE SOUTH McALESTER CAPITAL

South McAlester, I. T.,
Thursday, Nov. 9, 1899.
Vol. 6. No. 50.
W. G. D. Hinds,
B. F. Jobe, Proprietors

EDITORIAL ON GREEN McCURTAIN

Referring to the strike in the Indian Territory Governor McCurtain uses this language: "Our vast coal resources are yielding a very small part of what should be their annual output; all on account too of a strife existing between other parties, and for which we are in no wise responsible." It seems to be very unjust that the Choctaw people should suffer on account of a strife between outside parties. According to the governor's contention when the United States assumed charge of the coal industry and management of the funds arising therefrom they ought, at least, to keep the revenues up to what they were before or else turn the matter back to the Choctaw government. But failing to keep the revenues up to what they were before an investigation was sought and granted, the investigation was had; the report forwarded to Washington and that is the last ever heard of it. "Just

why," the governor says, "the department would hesitate to afford us the protection promised under solemn guarantee, is not fully understood by me; unless it be, as has been intimated, that the administration having grown apprehensive for its fate in the next campaign, prefers not to antagonize the miners union." This is indeed a very grave charge, the gravity of which can only be estimated upon the considerations urged by the United States government for assuming charge and management of the coal interests of the Choctaw nation, and if Governor McCurtain's insinuations are well founded the conduct of the United States toward the Choctaw nation is deserving of much censure.

THE INDIAN CITIZEN

Atoka, I. T.
Thursday, May 25, 1899
Vol. 14, No. 5
S. Smiser)
Norma E Smiser) Editor's

A PROTEST OF GREEN McCURTAIN

San Bois, I. T.
April 26th, 1899.

Hon. W. A. Jones,
Commissioner of Indian Affairs,
Washington, D. C.:

Sir:

In the matter of the ruling of the Department that the Trustees must enter into leases for all minerals, and that said leases must be for thirty (30) years and must include the mineral in or under 960 acres of land:

I wish to submit the reasons why I think the ruling is contrary to the clear meaning and intent of

the Agreement, entered into April 23, 1897. Moreover, by entering into leases for minerals other than "coal and asphalt," we may involve the Trustees and the Department in serious difficulties and subject the leases to heavy loss and damage.

I lay down this proposition as true: Under the Agreement the Trustees can make no lease for any mineral except "coal and asphalt," which will stand in the United States courts after the allotment of lands and after the titles have passed to the members. It will be admitted by all that the allotment of lands, with proper titles duly executed by the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation and delivered to the allottees, will be made within the next seven years, at the expiration of which time our respective governments cease to exist. (Our governments continue for eight years from the fourth day of March, 1898. Agreement, page 20, line 19) At the furthest, seven years hence will find "lands in common" as now, a thing of the past and individual titles to allottees a legal reality. Let us examine and see what will be conveyed to each allottee under the Agreement. Under the heading, "Members' Titles to Lands," bottom of page 14, we have the following:

"That as soon as practicable, after the completion of said allotments, the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation shall jointly execute, under their hands and the seals of the respective Nations, and deliver to each of the said allottees patents conveying to him all the right, title and interest of the Choctaws and Chickasaws in and to the land which shall have been allotted to him in conformity with the requirements of this agreement excepting all coal and asphalt in or under said land. Said patents shall be framed in accordance with the provisions of this agreement, and shall embrace the land allotted to such patentee and no other land, and the acceptance of his patents by such allottee shall be operative as an assent on his part to the allotment and conveyance of all the lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title, and interest in and to any and all parts thereof, except the land embraced in said patents, except also his interest in the proceeds of all lands, coal and asphalt herein excepted from allotment."

It is thus seen that the allottee gets:

"All the right, title and interest of the

Choctaws and Chickasaws in and to the land which shall have been allotted to him in conformity with the requirements of this agreement, excepting all coal and asphalt* in or under said land."

So that when only "coal and asphalt" are excepted, all other minerals will go with the land. Surely the old and common rule of law, which says, "The express mention of one thing implies the exclusion of another," or as the Latin reads -- "Expressio unus est exclusio alterius," applies here.

We must not overlook the fact that each allottee gives a valuable consideration for the land deeded to him, and that consideration is contained in the following words:

"And the acceptance of his patent by such allottee shall be operative as an assent on his part to the allotment and conveyance of all the lands of the Choctaws and Chickasaws in accordance with the provisions of this Agreement, and as a relinquishment of all his right, title and interest in and to any and all parts thereof, except the land embraced in said patents, except also his interest in the proceeds of all lands, coal and asphalt herein excepted from allotment."

In other words, the Indian now has an equal,

undivided interest in all the lands of the Choctaws and Chickasaws and gives that for two particular tracts, -- one tract of 160 acres, to be known as his homestead; the other tract being the amount due him in excess of his homestead.

The Indians all understand that "coal and asphalt are to be excepted in their deeds. This was thoroughly discussed and explained in the campaign for the adoption of the Agreement. It was also equally well understood that only "coal and asphalt" were excepted. Now, if the Department, by its rulings, is going to cover all manner of lands by leases for any and all kinds of minerals other than "coal and asphalt," it will create a state of confusion among the Indians which will in the end work serious loss. On the other hand, if the Department should hold that the Indian's deed will carry everything except "coal and asphalt," but that until that deed is actually delivered, the Department has the right to give these leases, then I submit that, by giving innocent parties a thirty year lease on land which must terminate in seven years at the furthest, will be to subject them to heavy losses. Attention is called to the fact that the Indian assents only to conveyances "in accordance with the

provisions of this agreement"; that his consent is given to no other division; and that he can rightfully and successfully refuse any patent not in accordance therewith. Neither the patents, nor the officers who are to execute and deliver the patents, have any option in this manner. The words of the Agreement are mandatory and, being plain, there is no escape from them.

The title by the United States to the Choctaws and Chickasaws, as set forth in the first article of the treaty of 1855, is as follows:

"And pursuant to an act of Congress, approved May 28, 1830, the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw and Chickasaw tribes, their heirs and successors, to be held in common; so that each and every member of either tribe shall have an equal, undivided interest in the whole: Provided, however, no part thereof shall ever be sold without the consent of both tribes; and that said land shall revert to the United States if said Indians and their heirs become extinct, or abandon the same."

This has been decided as a title in common by Judge W. H. H. Clayton, of the United States Court for the Central Division of the Indian Territory, in

the case of W. H. Ansley et al. vs. N. B. Ainsworth et al., wherein the constitutionality of the Agreement, was sustained -- the plaintiffs claiming they had vested rights in the coal that could not be taken away. The defendants' attorneys demurred, and the court sustained the demurrer. The Choctaws and Chickasaws have bound themselves by a popular vote to accept the title to be given under the Agreement when they adopted the Agreement. They have agreed to except "coal and asphalt" from their deeds. They have not agreed to except all other minerals. By their votes they authorized the Principal Chief and the Governor to make a certain kind of a deed and no other. It is well here to note also that the before mentioned deed in the first article of the treaty of 1855 by the United States to the members of the Choctaw and Chickasaw tribes contains no clause reserving the minerals to the United States. The Choctaws and Chickasaws, therefore owned all the minerals within the limits of their grant, and had a right to sell them to allottees in whole or in part; and the United States being a party to said Agreement of April 23, 1897, and having ratified and confirmed the same, is bound thereby, her laws governing minerals in her

public lands to the contrary notwithstanding.

It being admitted that the allottee's title carries all except "coal and asphalt," let us see what limitations are on said title. On page 14 of the Curtis Bill, commencing with line 15, we have these words:

"All the lands allotted shall be non-taxable while the title remains in the original allottee, but not to exceed twenty-one years from the date of patent, and each allottee shall select from his allotment a homestead of one hundred and sixty acres, for which he shall have a separate patent, and which shall be inalienable for twenty-one years from date of patent. This provision shall also apply to the Choctaw and Chickasaw freedman to the extent of his allotment. Selections for homesteads for minors to be provided herein in case of allotment. and the remainder of the lands allotted to said members shall be alienable for a price to be actually paid, and to include no former indebtedness or obligation -- one-fourth of said remainder in one year, one fourth in three years, and the balance of said alienable lands in five years from the date of the patent."

It will thus be seen that excepting the allottee's

homestead, amounting to 160 acres of the remainder of his lands, whether that amount to 100 acres or 1,000 acres, he can sell one fourth in one year, one-fourth in three years, and the remainder in five years. The mode and the price are immaterial for our present purposes; but if the allottee wishes to sell and the purchaser exercises proper diligence and complies with all the restrictions to such a sale, it will be binding and the purchaser will take all the right, title, and interest of the allottee. And, as we have seen that the United States made no reservation of minerals when she sold the lands to the Choctaws and Chickasaws, and that when they (Choctaws and Chickasaws) sold to the allottee they reserved only "coal and asphalt" and the allottee sold all his right, title and interest, it follows that such purchaser takes all in said land except the "coal and asphalt." For illustration, let us suppose a case and reason the effects of a transfer: The Trustees, under the ruling of the Department, lease for thirty years 960 acres to A. The lease is dated April 23, 1899, and specifies Iron. A. expends a large sum of money developing and operating the mine. In June, 1901, the Principal Chief of the Choctaw

Nation and the Governor of the Chickasaw Nation execute a deed for this 960 acres to B., according to the terms of the Atoka Agreement. In 1905 B. sells to C. this particular tract; and C. at once brings a suit in ejectment, founded on his deed from B., against A. for possession of the land. A. answers and pleads a lease made with the Trustees under a ruling of the Department. It will be a contest between a leasehold interest and a fee simple title, which cannot but result in a victory for the stronger right -- the fee-simple title.

Now just such a case as the above will come up, for the right of the Indian to sell is plain; the limitation for one, three, and five years is merely precautionary. The courts, when the Indian is receiving a reasonable compensation, must uphold the sale, or fly in the very face of the law. But the courts will approve these deeds. The very object of the Agreement was to break up the holding of large bodies of land by the Nations now inalienable, and substitute alienable titles in the individual. Yea, more, this lessee of iron may be ousted sooner, for the allottee may ask the United States to put him (the lessee of minerals other than coal and asphalt)

off his lands as being objectionable to him.

("That the United States shall put each allottee in possession of his allotment and remove all persons therefrom objectionable to the allottee." -- Curtis Bill, page 14, line 21.)

This would put the Department in an embarrassing position. A., the lessee of the iron mine, would be claiming protection from the Department under the lease given by its rulings; while the Indian allottee (B) would be demanding peaceable and exclusive possession guaranteed to him by the United States. The Department could not successfully discharge conflicting and contrary duties such as would arise in this case. Therefore, the best course to pursue, in my humble judgement, is to avoid such complications while the opportunity presents and circumstances are under easy control.

Great stress has been laid on the words found on page 18 and commencing with line 20;

"All leases under this Agreement shall include the coal or asphaltum or other minerals, as the case may be, in or under 960 acres which shall be in a square as nearly as possible and shall be for thirty years, * * * * *"

These words may be given a meaning as wide as possible and have injected into them all the power possible in a lease; still it is only a lease, and, unless other minerals than "coal and asphalt" are excepted in the same or in like manner as "coal and asphalt," such a lease can not stand before a fee simple title.

In the decision of the Department of April 4th, 1899, a good deal of stress is laid on the proviso:

"That nothing herein contained shall impair the rights of any holder or owner of a leasehold interest in any oil, coal, rights, asphalt, or mineral which have been assented to by Act of Congress, but all such interests shall continue unimpaired hereby, and shall be assured by new leases from said trustees of "coal and asphalt" claims described herein by application to the trustees within six months after the ratification of this agreement *
* * *

The most liberal construction of the above quoted proviso will not warrant the conclusion that all such interests, whether assented to by Act of Congress or not, shall continue unimpaired, -- they

must have been assented to by Act of Congress; and even those assented to by Act of Congress were limited as to time for application:

"All such interests shall continue unimpaired hereby, and shall be assured by new leases from said trustees of coal and asphalt claims described therein by application to the trustees within six months after the ratification of this Agreement * * * *."

It will be thus seen that those having leasehold interests assented to by Act of Congress, and who have not made application within the given time, have no right now to apply for any mineral leases except "coal and asphalt."

Again the 13th section of the Curtis Bill is in part quoted and relied on for authority. But any deduction or conclusion from the said 13th section and sought to be applied so as to interpret the Agreement will be erroneous, for the reason that no one receiving land under the Curtis Bill is given any patent. The Cherokees and Creeks under the Curtis Bill receive no patents; but under the Agreement of April 23rd, 1897, the Choctaws and Chickasaws receive patents. At this point is demonstrated the superiority of the Atoka Agreement over the Curtis Bill.

Neither will the familiar rule of construction that, in cases of ambiguity, every part of an Act of Congress is to be considered, apply in this case, because the Acts of Congress do not contain such a clause as is found in the 29th section of the Curtis Bill, which reads as follows:

"And if the said Agreement as amended be so ratified, the provisions of this Act shall then only apply to said tribes where the same do not conflict with the provisions of said Agreement."

If this clause does not entirely separate the two sections of the Curtis Bill, it at least separates them far enough to destroy the rule quoted.

But the whole Agreement in tone and tenor, shows only "coal and asphalt" were to be excepted, On page 13 of the Curtis Bill are these words: "And all coal and asphalt in or under the lands allotted or reserved from allotment shall be reserved for the sole use * * * * *."

And two or three lines further:

"Provided that where any coal or asphalt is hereafter opened on land, allotted, sold, or reserved

* * * * *

Again on page 17, at foot of the page, we read:

"It is agreed that all the coal and asphalt within the limits * * * *."

And a few line below:

"The revenues from coal and asphalt, or so much as shall be necessary * * * *."

And again:

"Such coal and asphalt mines are now in operation, and all others which hereafter may be leased and operated, shall be under the supervision of two Trustees * * * *."

And again at the bottom of page 17:

"All coal and asphalt mines in the two Nations * * * *."

And on page 18:

"All contracts made by the National Agents of the Choctaw and Chickasaw Nations for operating coal and asphalt * * * *."

Immediately below is the clause annulling agreements with members to operate "coal and asphalt." The Trustee's commission reads "Coal and Asphalt Mine Trustee," and his salary is fixed and paid as "Coal and Asphalt" Trustee under the Agreement. And further down on page 18 comes the clause allowing parties who

hold leases heretofore assented to by acts of Congress SIX MONTHS in which to renew said leases. Right below follow the words:

"All leases under the Agreement shall include the coal or asphaltum, or other mineral, as the case may be * * *."

Nowhere else in the Agreement do these words "or other mineral" appear. Then follows in the same paragraph the rate on "coal and asphalt." Then the clause allowing the Secretary of the Interior to reduce or advance the royalties on "coal and asphalt;" again in the next line are these words:

"All lessees shall pay on each coal or asphalt claim * * *."

Again on page 19, in defining the jurisdiction of the United States Courts, it is written:

"Controversies growing out of the titles, ownership, occupation, possession, or use of real estate, coal and asphalt in the Territory."

Thus we see that the words "coal and asphalt" are used thirteen (13) times in the Agreement, and are allowed by the words "or other minerals" only one time. To rule that leases should be entered

into for all minerals, would be to give full force and effect to one (1) indefinite expression as against thirteen (13) specific expressions to the contrary.

I have not thought it necessary to discuss the proposition whether the Department has the authority to lease all minerals before and up to the date of the allottee's patent. But I am clearly of the opinion that any lease of any mineral other than coal and asphalt will not give the lessee any rights which can be successfully maintained in the courts against the allottee member or anyone claiming under him; and, therefore, protest against the leasing of minerals other than coal or asphalt as being in direct violation of the express terms, spirit and intent of the Agreement entered into April 23, 1897. Respectfully submitted,

GREEN McCURTAIN,
Principal Chief of the
Choctaw Nation.

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South McAlester, I. T.
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W. G. D. Hinds,
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