

AGREEMENT

BETWEEN THE

Commission to the Five Civilized Tribes

AND THE

SEMINOLE COMMISSION.

THIS AGREEMENT by and between the Government of the United States, of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Frank C. Armstrong, Archibald S. McKennon and Thomas B. Needles, duly appointed and authorized thereunto, and the Government of the Seminole Nation in Indian Territory, of the second part, entered into on behalf of said Government by its Commission, duly appointed and authorized thereunto, viz.: John F. Brown, Okchan Harjo, William Cully, K. N. Kinkehee, Thomas West and Thomas Factor.

WITNESSETH, That in consideration of the mutual undertakings herein contained, it is agreed as follows:

All lands belonging to the Seminole Tribe of Indians shall be divided into three classes, designated as first, second and third class, the first class to be appraised at five dollars, the second class at two dollars and fifty cents, and the third class at one dollar and twenty-five cents per acre, and the same shall be divided among the members of the Tribe so that each shall have an equal share thereof in value, so far as may be, the location and fertility of the soil considered; giving to each the right to select his allotment so as to include any improvements thereon, owned by him at the time, and each allottee shall have the sole right of occupancy of the land so allotted to him, during the existence of the present tribal government, and until the members of said tribe shall have become citizens of the United States. Such

allotments shall be made under the direction and supervision of the Commission to the Five Civilized Tribes in connection with a representative appointed by the tribal government; and the Chairman of said Commission shall execute and deliver to each allottee, a certificate, describing therein, the land allotted to him.

All contracts for sale, disposition or encumbrance of any part of any allotment, made prior to date of patent shall be void.

Any allottee may lease his allotment for any period not exceeding six years, the contract therefor to be executed in triplicate upon printed blanks provided by the tribal government, and before the same shall become effective, it shall be approved by the Principal Chief and a copy filed in the office of the Clerk of the United States Court at Wewoka.

No lease of any coal, mineral, coal oil or natural gas within said nation, shall be valid unless made with the tribal government, by and with the consent of the allottee and approved by the Secretary of the Interior.

Should there be discovered on any allotment, any coal, mineral, coal oil or natural gas, and the same should be operated so as to produce royalty, one-half of such royalty shall be paid to such allottee and the remaining half into the tribal treasury until extinguishment of tribal government, and the latter shall be used for the purpose of equalizing the value of allotments; and if the same be insufficient therefor, any other funds belonging to the tribe, upon extinguishment of tribal government, may be used for such purpose, so that each allotment may be made equal in value as aforesaid.

The townsite of Wewoka shall be controlled and disposed of according to the provisions of an Act of the General Council of the Seminole Nation, approved April 23, 1897, relative thereto; and on extinguishment of the tribal government, deeds of conveyance shall issue to owners of lots as herein provided for allottees; and all lots remaining unsold at that time, may be sold in such manner as may be prescribed by the Secretary of the Interior.

Five Hundred Thousand Dollars (\$500,000.) of the funds belonging to the Seminoles; now held by the United States, shall be set apart as a permanent school fund for the education of children of the members of said tribe, and shall be

held by the United States at five per cent. interest, or invested so as to produce such amount of interest, which shall be, after extinguishment of tribal government, applied by the Secretary of the Interior, to the support of Mekasuky and Emahaka Academies, and the district schools of the Seminole people; and there shall be selected and excepted from allotment three hundred and twenty acres of land for each of said academies and eighty acres each for eight district schools in the Seminole country.

There shall also be excepted from allotment, one-half acre for the use and occupancy of each of twenty-four churches, including those already existing and such others as may hereafter be established in the Seminole country, by and with consent of the General Council of the nation; but should any part of same, at any time, cease to be used for church purposes, such part shall at once revert to the Seminole people and be added to the lands set apart for the use of said district schools.

One acre in each township shall be excepted from allotment and the same may be purchased by the United States upon which to establish schools for the education of children of non-citizens when deemed expedient.

When the tribal government shall cease to exist, the Principal Chief, last elected by said tribe, shall execute, under his hand and the seal of the nation, and deliver to each allottee, a deed conveying to him all the right, title and interest of the said nation and the members thereof, in and to the lands so allotted to him, and the Secretary of the Interior shall approve such deed, and the same shall thereupon operate as a relinquishment of the right, title and interest of the United States in and to the land embraced in said conveyance, and as a guaranty by the United States of the title of said lands to the allottee; and the acceptance of such deed by the allottee shall be a relinquishment of his title to and interest in all other lands belonging to the tribe, except such as may have been excepted from allotment, and held in common for other purposes. Each allottee shall designate one tract of forty acres, which shall, by the terms of the deed, be made inalienable and non-taxable, as a homestead in perpetuity.

All moneys belonging to the Seminoles remaining after equalizing the value of allotments as herein provided and reserving said sum of Five Hundred Thousand Dollars for school fund, shall be paid per capita to the members of said tribe, in three equal installments, the first to be made as soon as convenient after allotment and extinguishment of tribal government, and the others at one and two years respectively. Such payments shall be made by a person appointed by the Secretary of the Interior, who shall prescribe the amount of and approve the bond to be given by such person, and strict account shall be given to the Secretary of the Interior for such disbursements.

The "Loyal Seminole Claim" shall be submitted to the United States Senate, which shall make final determination of same, and, if sustained, shall provide for payment thereof, within two years from date hereof.

There shall hereafter be held, at the town of Wewoka, the present Capital of the Seminole Nation, regular terms of the United States Court as at other points in the judicial district of which the Seminole Nation is a part.

The United States agrees to maintain strict laws in the Seminole country against the introduction, sale, barter or giving away of intoxicants of any kind or quality.

This agreement shall in no wise affect the provisions of existing treaties between the Seminole Nation and the United States except in so far as it is inconsistent therewith.

The United States Courts now existing, or that may hereafter be created in Indian Territory, shall have exclusive jurisdiction of all controversies growing out of the title, ownership, occupation or use of real estate owned by the Seminoles; and to try all persons charged with homicide, embezzlement, bribery and embracery hereafter committed in the Seminole country, without reference to race or citizenship of the persons charged with such crime, and any citizen or officer of said nation charged with any such crime, if convicted, shall be punished as if he were a citizen or officer of the United States, and the courts of said nation shall retain all the jurisdiction which they now have, except as herein transferred to the courts of the United States.

When this agreement is ratified by the Seminole Nation and the United States, the same shall serve to repeal all the

Wmms: for G. O. B. Johnson
re Article of Simms & Co. on the

Col Johnson

Dear Sir:

In a recent conversation
I had with you (I do not recollect in a
particular way the circumstances but agree
during the last month negotiations
between the U. States and the Delegates
from the Severeles which resulted
in the ratification of a Treaty on
the 19. July 1811. I am certain that
it proper to address to you things
a history of the proceedings since at
with the negotiations with which I was
familiar at their every steps, seems
during sitting under a Contract
with Br: John A. Brown the
Delegates for the Southern States
and it was my duty and business
to observe and watch every inter-
ment - The said John A. Brown
made a Contract with me under
date of the 23. day of March 1811
(which Contract is herewith) by which
I was aided by such persons by length
think proper to employ to assist
every exertion to defeat a Treaty
Carole 22)

Concluded on the 21st March 1866
and signed only by the Delegates
from the Northern Seminoles by
a Treaty of the most perfect and
oppressive character to the Seminoles
bestell - got up as every plainly
seen by interested parties to accom-
plish their speculative schemes
upon the Nation regarding the
interest or true welfare of the
people. - For four months
myself (as Chief Contacting and
Associate) worked assiduously to
repeal the Treaty in question and
to bring about negotiations for
a Treaty of a different and
more benignant character
We succeeded in having the
Treaty brought up for consideration
its conclusion to July 1866
when a Conspiracy was formed
by the parties interested on the
Northern side which by the
aid and influence of money
defeated our efforts and long
continued existence a badge of
the Seminoles, and actually procured
②

and purchase) the Commission
and application of the officers
of the Branch 21. 1865 - a
Northwick Brown Stone etc
the second one is right even
before he went after it
but his name is it -

And the Commission of the
explaining that the same
were explained for the County
and been in line through
Commission of 50 cents
per acre - which business
were coming from the Court
of 15 cent per acre - the
that was in many other
objects of knowledge
- but all of a sudden Mr Brown
thought the influence brought
to bear on him by a hand of
speculation, and by one of
our own associates, who had
in his mind a plan to change
the business which he had
doubtless a good comprehension of
and only those who had any

and purchased the Consolidation
and publication of the editions
of the Church of Christ, 1800 - a
book which Brown sold to
he would lose his right arm
before he would suffer it to
but his name to it -
and the Consolidation of the
Declarations of the Lewis &
were defrauded of their County
and given in lieu thereof only
20,000 acres of land at 50 cents
per acre - which 200,000 acres
were acquired from the Creek
at 15 cents per acre - The
treaty was in many other
respects extremely objectionable
- but all of a sudden Mr. Brown
through the influence brought
to bear on him by a band of
speculators, aided by one of
our own associates who had to
our profound astonishment a character
for barter which led him for
doubtless a good compensation to betray
not only the one who had employed
him, but joined in with the

Consolidation

4.

conspiracy to defraud and about
near the Lemmings (be off the
This man James M. McBeth
has done great mischief not
only in the business connected with
the Pennsylvania but also in other
matters - but in no other case was
there such planning and numerous
inquiries effected by a host of
the Lemmings

There were on the one side
completing the marketing of another
trucks (in fact had every acre
banked) of it by which we should
have at least obtained 50,000
acres more of land and the
deductions of 35 cents in the
price of the land - that is
we would have obtained a crop
of 250,000 acres at 15 cents
per acre - There was no doubt
about this - The Govt could
not have objected to such plans
and such propositions - in fact
we had assurance that a treaty
could be made on this basis -
when Mr John F. Brown an
ought

bought over through the
instruments of our associate
Mr. Conway R. Gibbels -

You may therefore be
fully assured and you are
authorized to state the fact
to any Chief or Headman of the
Seminole Nation that by the
foul play of the Company as
stated to the Council let the
land 50,000 acres of land
and at least \$2,500,000 in the
value of price of land -
be purchased of this State
I can safely refer to Col
R. M. Smith and Capt
J. M. Smith Delegates of the
Southern Creek who were here
and who were fully apprized
of the previous same played
on the Seminoles - I had
a contract at the same time
with the land Mr. Smith and
Smith to defeat a bad treaty
which had been negotiated and
signed by the Delegates from
the Northern Creek - Dix

we defeated that had been
and after four months had
back and finally reported
one which copy signed by
W. H. H. and Smith which
not entirely satisfactory con-
at least head of the paper and
apprehensive features to which
Katz contained.

I had been heard to
only the Contact made in the
by Brown but containing
Memorandum which will
show an ~~blank~~ of operations
and what we would be
to have succeeded in doing
but Brown remained firm
and true to the material of
Bentley, as Mr. Smith and
Smith had been.

I claim from the removal
people a fresh apprehension
of my services and a reasonable
complaint for ordinary services
in their behalf for about four
months

Mr. H. (Linnard) and
and C. (Linnard) and I
all will proceed in extending
the opening the land of V.
Speculators and conspirators of
way, and my family - with
looking to the profit and
prosperity of their business
and a week and in consequence
of the same nature.

Very truly
Yours
Wm. H. Linnard

Wm. H. Linnard
May 10, 1864