

Department of Justice,

Washington, D.C.

July 29th-1885.

The Secretary of the Interior,

Sir:

Your communication to me of the 9th-instant, through the Acting Secretary of the Interior, Hon^{ble} H.L.-Muldrow, touching the matter of certain Coal Mines at Savanna, Choctaw Nation, Indian Territory, has been received, and duly considered. The question propounded to me by such communication is: Ought the contract, executed November-8-1883, between Mrs A.G.-Ream, and Robert L. Ream, jr, her Husband, and the Atoka Coal & Mining Company, to be considered as in full force for the period for which it was executed, and approved by the Office of the Commissioner of Indian Affairs, notwithstanding the decision of the Supreme Court of the (Choctaw Nation?).

From the record before me it appears that a suit was pending between certain parties, in reference to these coal-mines, in the Courts of the Choctaw Nation, through the years of-1881- 1884, inclusive.

During this time, the contract referred to, in favor of Mrs Ream, (that is, the one dated November 8-1883), was executed; and it was approved by the Commissioner of Indian-Affairs and the Secretary of the Interior, in due form of law. It does not appear that this agreement was before the Court of the Choctaw-Nation in any manner; in fact, the papers which I have are silent as to this fact.

It is a presumption universally indulged, that the Executive Departments, in the transaction of business, act according to law;

And this presumption is particularly strong when the Department is passing upon and considering the Action of another Department.

It is therefore to be concluded that the Department of the Interior, in ratifying and approving this contract of November, 8-1883 did what the law authorized to be done; and I have nothing before me to rebut that conclusion.

This contract was either before the Court of the Choctaw-Nation, or it was not. If it was before the Court, very strong and cogent reasons should be furnished why that Court ignored or set it aside; and no reasons of any kind appear in the papers submitted to me. If it was not before that Court, any action by the Court nullifying or avoiding it, would amount to nothing.

So in either view of the case, I find nothing to justify the Department in rejecting or cancelling that agreement; and therefore the question propounded to me is answered in the affirmative.

Very respectfully,

A.H. Garland,

Attorney General.