

# COURT OF CLAIMS.

No. 25021.

J. HALE SYPHER v. THE CHOCTAW NATION OF INDIANS.

## EVIDENCE FOR RESPONDENT.

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A. A. HOEHLING, Jr., Attorney for Respondent.

*Deposition of Green McCurtain, for respondent, taken at South McAlester, Ind. T., on the 9th day of November, A. D. 1904.*

Claimant's counsel, J. Henry Shepard; respondent's counsel, Mansfield, McMurray & Cornish.

Direct examination by Mr. CORNISH:

1. Question. State your name.

Answer. Green McCurtain.

2. Question. What is your age?

Answer. I will be 56 the 28th of this month.

3. Question. Where do you reside?

Answer. I live now at Kinta; former home was Sans Bois.

4. Question. Are you a member of the Choctaw Nation?

Answer. Yes, sir.

5. Question. What official position do you hold at this time?

Answer. Office of principal chief.

6. Question. Governor McCurtain, are you acquainted with J. Hale Sypher, who is the plaintiff in this case?

Answer. Yes, sir.

7. Question. Where did you first meet him and know him?

Answer. Washington City.

8. Question. About what time?

Answer. Must be some time in 1891, month of November.

9. Question. What was the occasion of your presence in the city of Washington at that time?

Answer. I was there, I was the treasurer, I accompanied the delegation there to secure the payment of the money that they called the "Leased district" that was appropriated by Congress.

9. Question. I understand the money known as the "Leased district" money had been appropriated by Congress for the purpose of paying the Choctaws and Chickasaws for their interest in what is known as the "Leased district?"

Answer. Yes, sir.

10. Question. You were a member of the delegation?

Answer. Yes, sir.

11. Question. Who composed the delegation?

Answer. Wilson Jones, who was principal chief at the time of the Choctaw Nation, and Thomas D. Ainsworth was a delegate.

12. Question. By what authority or alleged authority did you go to Washington for that purpose?

Answer. Well, we first went there—

13. Question. I am referring to the time you made that trip?

Answer. Well, it was under that authority that was passed by our council there creating this commission, passed in October some time; 19th of October, I think.

14. Question. Will ask you to examine this paper and state if this is the act of council, or the alleged act of council, under which you and the delegation went to Washington for the purpose which you have stated.

Answer. Yes, sir.

Mr. CORNISH. I wished to have this marked and made a part of the evidence of Governor McCurtain. Marked "Exhibit A."

(The paper referred to is a certified copy of an act of the Choctaw council, approved October 19, 1891, certified by the national secretary of the Choctaw Nation, with seal attached.)

15. Question. Now, Governor, I understand you to say that under that authority, or alleged authority, you, as the national treasurer, and Wilson N. Jones, as the principal chief, and Thomas D. Ainsworth, as a special delegate, proceeded to the city of Washington for the purpose of collecting the "Leased district" money?

Answer. Yes, sir.

16. Question. Were you present at the council when that act was passed?

Answer. Yes, sir.

17. Question. Will ask you to examine section 2 of the act specially and state its meaning, as understood by the council by which it was passed and the delegation which proceeded to Washington for the purpose of acting under it, what purpose was intended to be accomplished with reference to the time within which the money was to be collected, and the authority which the delegation had?

Answer. Now, I will have to start in—Thebo, who was representing Sypher at the council, is the man that dictated that bill.

18. Question. Give as full as you can the history of the passage of that act and the persons who were connected with it.

Answer. Well, they were down there—Bill Cravens, William Cravens, of Fort Smith, and George S. Thebo were down there; and they dictated this bill, and they said that it would not take no more

than ten days after we were at Washington to get this money out; that he already had a man selected to represent us and that he was representing Thebo, and they dictated this, and the meaning of that second section just means what it says—that is, that our time was limited to December 1.

19. Question. What effect was that act intended to have by Cravens, Thebo, and others who urged its passage upon the delegation of what is known as 1889?

Answer. They said the delegation of 1889 was the cause of the delay; that the president would not pay out the money or execute a certificate; he would not do it because they were created in getting the appropriation, and that set aside the old delegation.

20. Question. How long after the passage of that act of October 19, 1891, that you proceeded to Washington?

Answer. I think we started about the 1st of November.

21. Question. How long after your arrival at Washington that you met Sypher and under what circumstances?

Answer. We were introduced to Sypher the next morning.

22. Question. By whom?

Answer. Thebo.

23. Question. That the Thebo who was present at council and who was greatly instrumental in bringing about the passage of that act?

Answer. Yes, sir.

24. Question. What transpired on the occasion of your first conversation with Sypher?

Answer. Well, Thebo had prepared a contract at council, and when we were introduced to Sypher, Sypher then asked us to make a new contract with him, and I said we have already made a contract with Thebo, and that I didn't think it necessary to make a contract with him, and Sypher then said that Thebo's contract was not worth the paper it was written on, and that he would have to have a new contract and that he would take care of Thebo.

25. Question. Did you enter into a contract with Sypher upon the occasion of your first conversation with him?

Answer. I think it was about the second day; he prepared one that evening, but it was not satisfactory to us, and Tom Ainsworth said that he would write one and present it the next day, and he wrote the contract.

26. Question. Will ask you to examine the paper which I now hand you, and state if it is, to the best of your knowledge, a true and perfect copy of the alleged contract you and the delegation entered into with Sypher?

Answer. Yes, sir; this is the contract.

Mr. CORNISH. We offer as a part of the evidence of Governor McCurtain the alleged agreement entered into by the alleged delegation, assuming to act under the act of October 19, 1891, with J. Hale Sypher, marked "Exhibit B."

27. Will ask you what conversation was had between you and the delegation on the one hand and Sypher on the other with reference to the authority you had under the act of October 19 and the powers conferred upon him under that alleged contract?

Answer. The understanding of the delegation among ourselves was that he was to collect this money and have it paid over to us during that time; he says in two, three, or four days that he would get that

money, and that is the same understanding Sypher had, because he said that was before we went into this contract. He says I will write up this contract, and if I don't collect anything I don't expect you to pay me anything.

28. Question. Did the delegation consider that it had any authority which could extend beyond the time fixed in the act?

Answer. No, sir.

29. Question. No understanding between you and the delegation on the one hand and Sypher on the other that you could confer authority upon him to act further than that?

Answer. No, sir.

30. Question. Was it the specific understanding between you and the delegation on the one hand and Sypher on the other as the contracting parties that the authority which you had had to be exercised under the act of October 19, 1891, within the time specified by the act, which was December 1, 1891, and was it the understanding that you could confer that authority and none other upon him?

Answer. It was so understood.

31. Question. After the contract had been entered into what was done first, what steps were taken?

Answer. Well, he said he would go and see the President and that he would enter into engagements so we could go to see him; I think it was on the second day after we made this contract, the next day or the same day, I am not certain, but we went before a notary and swore to our contract, executed before him, and I think it was about the third day that he had an engagement so we were admitted to the White House. When we called on the President the President told us that he had not taken up the matter and that he could not tell us anything, and he said call on him in about four or five days and he would let us know.

32. Question. Was that substantially all that transpired on the occasion of your first conversation with the President?

Answer. Yes, sir.

33. Question. Are you able to state from your recollection whether Sypher arranged this conference before or after you acknowledged the contract?

Answer. After.

34. Question. How long did you wait before calling on the President the second time?

Answer. I think about a week.

35. Question. State fully what transpired on the occasion of your second visit.

Answer. On our second visit he said that he saw that the attorney-general of our nation had rendered an opinion disputing our authority and that he had submitted the question to his Attorney-General and had not got an answer from him, and said he could not take up or go into it until he heard from the Attorney-General.

36. Question. Did the President say to you by the opinion of the attorney-general of the Choctaw Nation questioning the validity of your act of council had been presented?

Answer. Ex-Attorney-General Garland.

37. Question. Will ask you if you are familiar with the opinion of the Choctaw attorney-general which was rendered upon this question?

Answer. I am not familiar; never read it much.

38. Question. Are you aware that such an opinion was rendered?

Answer. Yes, sir.

39. Question. By whom was it rendered.

Answer. C. E. Nelson.

40. Question. Please examine the answer of the Choctaw Nation in this case, particularly pages 2 and 3, and state if the instrument which is therein published is the opinion of the attorney-general to which reference has been made?

Answer. Yes, sir; it is the same, because I know Bryant was the president of the senate at that time.

41. Question. Please state by whom the opinion was rendered, his title and the date of the opinion?

Answer. He signs here C. E. Nelson, but it was Colburn E. Nelson; he was national attorney, Choctaw Nation, at that time.

42. Question. According to your knowledge of matters at that time what was the history of the matter and what question was submitted to the attorney-general, by whom, and for what purpose?

Answer. When that act of October 19, 1891, was passed repudiating the contract of this old delegation, they were the ones that submitted this question through Willie Wilson at that time for national attorney opinion.

43. Question. What was the question submitted to the attorney-general and what was the holding of the attorney-general?

Answer. The question was submitted, whether the president of the senate in the absence of the chief would authorize him to sign a bill?

44. Question. As I understand you the act under which the delegation was assuming to act in contracting with Sypher was not approved by the principal chief, but was signed by J. H. Bryant, president of the senate?

Answer. Yes, sir.

45. Question. What was his holding?

Answer. Said that he couldn't do it.

46. Question. This was the opinion of the attorney-general to which the President referred to and which he said that he had referred to his Attorney-General?

Answer. Yes, sir.

47. Question. That about all that transpired on your second visit to the President?

Answer. Yes, sir.

48. Question. How much time until you went again?

Answer. I think about four days.

49. Question. What occurred then?

Answer. He told us that he couldn't recognize us with authority there, as our own national attorney had disputed our right and that the Attorney-General of the United States had concurred in that opinion.

50. Question. The President positively and flatly declined to recognize you and your delegation?

Answer. Yes, sir.

51. Question. What transpired then?

Answer. Sypher wanted us to go back to his office, and wanted to go into a new contract, and I told him that I did not feel that we had any more authority, and that our time was limited and about to expire, and I could not do it.

52. Question. Sypher present when the President announced his conclusions and the conclusions of the Attorney-General?

Answer. Yes, sir.

53. Question. Solicited by Sypher to return to his office?

Answer. Yes, sir.

54. Question. Solicited by him to enter into a new contract after this decision of the President?

Answer. Yes, sir.

55. Question. Did you or not enter into a new contract?

Answer. No, sir.

56. Question. Already stated your reasons?

Answer. Yes, sir.

57. Question. That you accepted the conclusions which had been matured by the President and his Attorney-General, and were convinced that you had no further authority, and so stated to Mr. Sypher?

Answer. Yes, sir.

58. Question. How long did you remain in Washington after this occurrence?

Answer. Left the next day; had no business there.

59. Question. What did you do when you returned home?

Answer. After we returned we made our report of what had happened.

60. Question. To whom?

Answer. Principal chief.

61. Question. Who at that time was principal chief?

Answer. Wilson Jones, and he called council; I think they had met some time during the first of December.

62. Question. What action was taken by council upon your report?

Answer. After we made our report the council then passed another act authorizing and changing the entire delegation by leaving out Jones. I was not considered as a delegate, myself; I always accompanied the delegations as treasurer. Leaving out Wilson Jones they selected a man named D. W. Hodges.

Mr. CORNISH. I wish to offer the act of the Choctaw council, approved December 11, 1891, authorizing the principal chief to appoint a delegate to Washington, D. C., and have it made a part of the testimony of Governor McCurtain. Marked "Exhibit C."

63. Question. Who composed the delegation appointed and created under the act of December 11, 1891?

Answer. There was D. W. Hodges, Thomas D. Ainsworth, and myself.

64. Question. How long after the passage of this act of December 11, 1891, that the new delegation proceeded to Washington?

Answer. I can not refresh my memory; it was some time in January, I think.

65. Question. At any rate, within a few weeks?

Answer. Yes, sir.

66. Question. After your arrival in Washington as a member of the delegation appointed under the act of December 11, 1891, did you or the delegation of which you were a member have any relation whatever in a professional capacity with J. Hale Sypher?

Answer. I did not accompany the delegation at the time they went; I think it was the latter part of December that the two delegates went.

67. Question. How long after you arrived?

Answer. I didn't go on that trip; they went through all the business they had; they went and made a contract with John C. Orrick, but I didn't go on that trip, because I remember that they brought the contract they had made with Orrick; I signed it down at Fort Smith.

68. Question. Did the first delegation of which you were a member or the second delegation of which you were a member avail themselves of the professional services of J. Hale Sypher after the expiration of the time fixed in the original alleged act under which you went to Washington?

Answer. No, sir.

69. Question. Ever see him after that time?

Answer. Yes, sir.

70. Question. Under what circumstances?

Answer. Several times met him on the streets, city of Washington, and at one time sitting in a restaurant talking with Judge Salmon; I and him were sitting at a table talking and he came to the door and motioned to me to come out, but I didn't go out, and afterwards I think I met him on the sidewalk, and he told me he wanted me to go to the office, and I declined to go.

71. Question. I believe you stated that you didn't return to Washington in the winter of 1891 and 1892?

Answer. I went in January; they came back, and after they had made this contract with John C. Orrick, we returned to Washington in January and remained there, I reckon, about two months.

72. Question. You were familiar with the progress of all matters done by the delegation under the act of December 11, 1891?

Answer. Yes, sir.

73. Question. Are you able to state positively that the delegation of which you were a member and with which you were familiar, did not avail itself of the services of J. Hale Sypher, at any time or under any circumstances?

Answer. No, sir; Hodges never knew him; I don't think he ever met him.

74. Question. Mr. Sypher says in his evidence that he is unable to conceive of why the Choctaw Nation is questioning the validity of his claim, and the propriety of his claim; what are the facts about that?

Answer. I don't see how he could say that when he understood his contract expired; if not, why was it he wanted a new contract?

75. Question. He states further in his evidence that he has never been informed by the Choctaw Nation or any of its representatives with reference to their contention that his contract is not a binding or a valid one—what are the facts?

Answer. I can bring a whole lot of letters he has written me, and I told him that he had no contract, that it was a void contract, and that the contract had expired. I answered only one of his letters, and he kept on writing, and I declined to answer any more. He understood it just as well as we did that his contract had expired, or else he would not have wanted to make a new one.

76. Question. What is the paper which I now hand you, and under what circumstances did it come into your possession?

Answer. This letter had been written to Wilson Jones, who was the principal chief; and at the time of the meeting of the council there he had brought this letter with him and a bill, or something like a bill, and presented it to me to look over it, is how I got into possession of it.

Mr. CORMISH. We now offer a letter written by Silas Hare to Wilson N. Jones, and ask that the same be made a part of the testimony of Governor McCurtain, marked "Exhibit D."

77. Question. Will ask you to examine the paper which I now hand you, and state under what circumstances it came into your possession.

Answer. This was handed to me with the letter of Silas Hare.

78. Question. What do you understand this to be, and what did you understand this to be?

Answer. To repeal the act making that appropriation.

79. Question. Who proposed to have this passed?

Answer. Sypher.

80. Question. As I understand, this accompanied the letter which you have identified as the letter of Silas Hare, communicated to Governor Jones, and by him given to you.

Answer. Stating that Sypher, unless he was paid, would secure the repeal by Congress of the act making the appropriation.

(Marked "Exhibit E," and made a part of the evidence of Governor McCurtain.)

81. Question. Will ask you to examine this matter, and state what it is, and under what circumstances it came into your possession?

Answer. This was handed to me at Tushkahoma by Wilson Jones.

82. Question. What is it?

Answer. Letter introducing George H. Giddings, of Texas, to Governor Jones; and he handed me this.

Mr. CORMISH. We offer a letter written by Silas Hare to Wilson N. Jones, introducing George H. Giddings, which is dated June 23, 1893. Marked "Exhibit F," and made a part of the testimony of Governor McCurtain.

83. Question. Under what circumstances did he hand it to you?

Answer. He said that he was authorized by Sypher, that he was representing Sypher there to make a compromise, and they sent for me. I was at the office and they were at the hotel, and I finally came down and had a talk with Giddings, and they took Jones out and I says, "Now, this gentleman is down here for the purpose of making a compromise." I said, "If you want to make any deal with him, before you do anything, have him to submit his proposition in writing," and I says, "You bring it to me and then we will talk it over."

84. Question. Will ask you to examine this paper and state what it is, and under what circumstances it came into your possession?

Answer. It is a letter that was handed me; it is the proposition of Giddings to take \$10,000.

85. Question. How did this come into your possession?

Answer. He handed it to Jones, and Jones handed it to me, and I had a talk with Giddings, and I said, "Is this your proposition?" and he said "Yes," and I says, "This shows that we don't owe him anything, for he claims \$200,000; and if he was willing to settle for \$10,000, we don't owe him anything."

(Marked "Exhibit G," and made a part of the evidence of Governor McCurtain.)

86. Question. Did you confer with this man Giddings with reference to his authority to represent Sypher?

Answer. Yes, sir.

87. Question. Were you assured by him that he had full authority to represent him in the matter of negotiating a settlement?

Answer. Yes, sir.

88. Question. As I understand, his proposition in writing was to settle the matter for \$10,000.

Answer. Yes, sir.

Mr. MANSFIELD:

89. Question. After the President had declined to recognize your delegation, and informed you in effect that you had no authority to appear there or contract with anybody, you state that General Sypher asked you to make a new contract with him?

Answer. Yes, sir.

90. Question. What did he state in making that proposal to you?

Answer. I don't know how he brought it out, but anyway he proposed to make a new contract. He sat down to the desk and commenced writing, and I told him that we had no more authority and could not make a new contract.

91. Question. You were not acquainted with Sypher until you were brought there and introduced to him?

Answer. No, sir.

92. Question. Did you have any additional reason, in addition to the fact that you had no authority to make a contract, in not having any further negotiations with him?

Answer. After we got acquainted with some parties, the most prominent and leading men, we found that Sypher had no influence and had no standing, and was a regular lobbyist.

93. Question. That is why that when you went back that you entered into another contract with another man?

Answer. Yes, sir.

94. Question. Mr. Sypher states in his testimony that he furnished to the Choctaw delegation the data necessary to prepare the conveyances and close up this business with the United States; is that true?

Answer. No, sir.

95. Question. Did he furnish you any data whatever for that purpose?

Answer. No, sir.

96. Question. Did he have any connection whatever, directly or indirectly, with the delegation which finally secured this money under the act of December 11, 1891?

Answer. No, sir; none at all.

97. Question. Did he furnish, directly or indirectly, any data or information to your delegation for that purpose?

Answer. No, sir; at no time.

98. Question. He was, however, in the city of Washington?

Answer. Yes, sir; all the time.

99. Question. What was he engaged in doing with reference to this matter?

Answer. After his contract expired, he was all the time trying to prevent us from getting it.

100. Question. As I understand, far from rendering any assistance, he was one of your most active enemies in the collection of this money?

Answer. Yes, sir.

Cross-examination by Mr. SHEPARD.

1. Question. Where is Mr. Silas Hare now?

Answer. He lived in Texas at the time; I don't know where he is.

Mr. CORMISH. We now offer a letter written by Silas Hare to Wilson N. Jones, and ask that the same be made a part of the testimony of Governor McCurtain, marked "Exhibit D."

77. Question. Will ask you to examine the paper which I now hand you, and state under what circumstances it came into your possession.

Answer. This was handed to me with the letter of Silas Hare.

78. Question. What do you understand this to be, and what did you understand this to be?

Answer. To repeal the act making that appropriation.

79. Question. Who proposed to have this passed?

Answer. Sypher.

80. Question. As I understand, this accompanied the letter which you have identified as the letter of Silas Hare, communicated to Governor Jones, and by him given to you.

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Answer. He handed it to Jones, and Jones handed it to me, and I had a talk with Giddings, and I said, "Is this your proposition?" and he said "Yes," and I says, "This shows that we don't owe him anything, for he claims \$200,000; and if he was willing to settle for \$10,000, we don't owe him anything."

(Marked "Exhibit G," and made a part of the evidence of Governor McCurtain.)

86. Question. Did you confer with this man Giddings with reference to his authority to represent Sypher?

Answer. Yes, sir.

87. Question. Were you assured by him that he had full authority to represent him in the matter of negotiating a settlement?

Answer. Yes, sir.

88. Question. As I understand, his proposition in writing was to settle the matter for \$10,000.

Answer. Yes, sir.

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Answer. Yes, sir.

90. Question. What did he state in making that proposal to you?

Answer. I don't know how he brought it out, but anyway he proposed to make a new contract. He sat down to the desk and commenced writing, and I told him that we had no more authority and could not make a new contract.

91. Question. You were not acquainted with Sypher until you were brought there and introduced to him?

Answer. No, sir.

92. Question. Did you have any additional reason, in addition to the fact that you had no authority to make a contract, in not having any further negotiations with him?

Answer. After we got acquainted with some parties, the most prominent and leading men, we found that Sypher had no influence and had no standing, and was a regular lobbyist.

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Answer. No, sir.

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Answer. No, sir; none at all.

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Answer. After his contract expired, he was all the time trying to prevent us from getting it.

100. Question. As I understand, far from rendering any assistance, he was one of your most active enemies in the collection of this money?

Answer. Yes, sir.

Cross-examination by Mr. SHEPARD.

1. Question. Where is Mr. Silas Hare now?

Answer. He lived in Texas at the time; I don't know where he is.

2. Question. What was his occupation at the time of this purported letter?

Answer. I can't tell what he was in at the time.

3. Question. Where is Mr. George H. Giddings?

Answer. I think he was in Texas.

4. Question. Know anything about him now—know where he is?

Answer. I learned that he is dead. It is reported that Silas Hare is dead.

5. Question. You say that Wilson Jones was present when you made the contract with Sypher?

Answer. Yes, sir.

6. Question. Present at the interview with the President?

Answer. Yes, sir.

7. Question. On the second delegation that went back to Washington?

Answer. No, sir.

8. Question. When did Wilson Jones die?

Answer. I think he died in 1900.

9. Question. Under section 4 of this bill No. 55, was there any contract entered into in writing with any other person?

Answer. Yes, sir.

10. Question. With whom?

Answer. John C. Orrick.

11. Question. Where is that contract?

Answer. I think it is in here.

12. Question. You say this contract was first made with John C. Orrick?

Answer. Yes, sir.

13. Question. Do you say now that the contract was made in writing with whom?

Answer. John C. Orrick, of St. Louis.

14. Question. And you have no copy of that contract?

Answer. No, sir; but he gave me a receipt when I gave him the money.

15. Question. Where is John C. Orrick?

Answer. He is dead, I understand.

16. Question. Where was this contract made that is referred to in this receipt?

Answer. I wasn't with the party that made that contract, as I said before, but I think it was made in Washington.

17. Question. You yourself was not present and do not know where it was made?

Answer. No, sir.

18. Question. Where is Daniel W. Hodges?

Answer. He lives at Atoka; he is dead now.

19. Question. Did you say you signed this contract?

Answer. It was sent to me, and I think I signed it.

20. Question. Sent to the Territory?

Answer. Yes, sir.

21. Question. Know what time?

Answer. No; I don't remember the time.

22. Question. I understood you to say you returned to the Territory after you failed to get any satisfaction from the President; after the first contract with Sypher you returned to the Territory?

Answer. Yes, sir.

23. Question. And then who was sent on to make a new contract?

Answer. After we made this contract with Sypher and failed to get the money, we returned and reported to the council, and then council passed another law, leaving out Jones, creating another delegation—leaving out Jones and substituting Hodges.

24. Question. That passed on the 11th day of December?

Answer. Yes, sir.

25. Question. And they returned to Washington about what time?

Answer. I think they left about the latter part of December, but I didn't go with them on that trip and they returned and we were called again together with the Chickasaws, and we went on in January of the same year.

26. Question. Had Orrick been down here at the meeting of your council?

Answer. Never had seen him.

27. Question. Until this contract had been entered into?

Answer. Yes, sir.

28. Question. Will ask you to examine this contract.

Answer. This was the contract that was made with D. M. Ross and his associates. This contract had been signed about a month or two by my associates and it had been sent to me and I refused to sign it, and the principal chief called me to meet him here at this place and all the other delegation say "Sign," and I finally signed it.

29. Question. You did sign this contract?

Answer. Yes, sir.

30. Question. It was entered into some two months prior to the date of your signature?

Answer. They had signed it.

31. Question. Two months prior to the date written herein?

Answer. Yes, sir.

Mr. SHEPARD. Wish to offer this in connection with the cross-examination. Marked "Exhibit No. 1."

32. Question. Had John C. Orrick's contract terminated when this contract was signed?

Answer. No, sir.

33. Question. What authority, or was there authority, for this contract?

Answer. I didn't think we had any authority, because that was my reason for not signing it, and the governor said we would have to take chances and take the responsibility ourselves and make that contract.

Mr. SHEPARD. Wish to have this marked as an exhibit, receipt of John C. Orrick to Green McCurtain, national treasurer, marked "Exhibit No. 2."

34. Question. Who was present, Governor, when the President announced his conclusions with reference to your authority to act under the first resolution?

Answer. Well, our delegation and Sypher.

35. Question. The Attorney-General of the United States was not present?

Answer. No, sir.

36. Question. Nor his private secretary?

Answer. No, sir; private secretary was in his own room.

36. Question. Can you state any specific act of General Sypher's in which he failed to do something which he should have done?

Answer. Well, he failed to carry out his agreement; he told us that he would collect it in ten days, and we gave him something over thirty days.

37. Question. Ever call upon him for any further service?

Answer. No, sir; because we had no need of it after we had engaged other attorneys.

38. Question. Did President Harrison give you any written notice of any conclusions he had arrived at in connection with this matter, or any of your delegation?

Answer. No, sir.

39. Question. Did your delegation have any correspondence with him in any manner at all in connection with this matter?

Answer. I think that perhaps Governor Jones may have corresponded with him, but I don't know.

40. Question. I am asking you if you know of your own knowledge.

Answer. No, sir.

41. Question. You did not return to Washington with the second delegation?

Answer. On the first trip I did not go.

42. Question. Did you go subsequently?

Answer. Yes, sir; we made several trips; I reckon we went six or seven times.

43. Question. What time of the year did you make your first trip?

Answer. First trip after the second delegation was selected, I went in January.

44. Question. 1892?

Answer. Yes, sir.

45. Question. And then when again?

Answer. I think I went again along about in June—no, July, I think—didn't stay there but a short time; 1893 we continually stayed there.

46. Question. Do you remember who was in the office of General Sypher when you drew this contract, in addition to the other two members of the delegation?

Answer. No, sir; one or two persons, but I don't remember who they were.

47. Question. There were other persons there?

Answer. Yes, sir; I think a fellow named Cooney was there.

48. Question. Where was his office then?

Answer. I don't remember that.

49. Question. Regular office?

Answer. Yes, sir; had his name on the door; remember it was about half as big as this; know we were pretty well crowded, four or five of us.

#### Redirect examination by Mr. CORNISH:

1. Question. Reference has been made on cross-examination to certain attorneys employed by the delegation in connection with the final collection of this money under the act of December 11, 1891. Who was employed and who were your attorneys after the passage of the act of December 11, 1891, and up to the time the money was collected?

Answer. A man was called there, John C. Orrick, who had already been employed by the old delegation, and Robert L. Owen and Ross.

2. Question. What about Crawford?

Answer. Crawford's employment—I don't know anything about that.

3. Question. Then this man Orrick had prior to the execution of the contract to which reference has been made on cross-examination, was employed by the old delegation of 1889?

Answer. Yes, sir.

4. Question. Ross was employed by your delegation?

Answer. Yes, sir.

5. Question. The attorneys who rendered services in the consummation of this matter and the collection of this money were the attorneys who had been employed by the delegation of 1889, and in addition to that were employed by your delegation, and then Ross?

Answer. Yes, sir.

6. Question. Those are the men who were employed in the final collection of this money?

Answer. Yes, sir.

7. Question. Did they furnish the legal advice and legal services necessary to assist the delegation in the preparation of the papers and conveyances?

Answer. Yes, sir.

8. Question. Did this man Sypher have any connection whatever with any of these transactions after the delegation had been held to be void in ninety-one?

Answer. No, sir.

9. Question. Were you ever in Sypher's office after the President told you that your delegation was a void one?

Answer. No, sir.

10. Question. You collected the money as national treasurer?

Answer. Yes, sir.

11. Question. And disbursed that money per capita to the Choctaw people as well as the payment of various legal services?

Answer. Yes, sir.

12. Question. After the money had been so disbursed, what did you do with the balance in your hands?

Answer. Turned it over to my successor.

13. Question. You immediately reported to the national council?

Answer. Yes, sir.

14. Question. What action was taken on that report?

Answer. It was accepted; I turned in all the receipts and contracts and they accepted it.

15. Question. Please examine this paper and state what it is.

Answer. That is a resolution accepting my report.

Mr. CORNISH. Wish to have this marked as a part of the evidence of Governor McCurtain. Marked "Exhibit H."

16. Question. Mr. Sypher states in his evidence that he was instrumental in removing certain objections from the mind of President Harrison to the payment of this money. What was the attitude from the time you met him to the expiration of his Administration?

Answer. I don't think he changed his mind.

17. Question. What was his attitude?

Answer. He was opposed to paying it at all.

(It is stipulated and agreed by and between Mansfield, McMurray & Cornish, representing the Choctaw Nation, and J. Henry Shepard, representing J. Hale Sypher, that the above deposition of Green McCurtain shall be subject to any proper exception upon the trial of this cause as to the relevancy and competency of the testimony offered.)

18. Question. Now, Governor, I wish to inquire if you know of any other matter relative to this claim which you wish to state in addition to what you have already stated?

Answer. No, sir.

Attest:

J. W. McMILLAN,  
United States Commissioner.

GREEN McCURTAIN.

EXHIBIT A.—*Testimony of Hon. Green McCurtain before J. W. McMullan, United States commissioner.*

Bill No. 10.

Whereas the Congress of the United States did on the third day of March, A. D. 1891, make an appropriation of the sum of \$2,991,450 in favor of the Choctaw and Chickasaw nations of Indians for all their right, title, and interest in certain lands west of the 98th degree west longitude, and now occupied by the Cheyenne and Arrapahoe tribes of Indians; and

Whereas the attorneys and others employed in the prosecution of the claim by the commissioners appointed by the Choctaw government have failed to procure the payment of said appropriation to the treasurer of the Choctaw Nation as required by the act of the general council of April, 1891; and

Whereas it appears that contracts, made by said commissioners with their attorneys, have never approved by the Interior Department, as required by United States statutes, thereby precluding said attorneys from being of any use to the Choctaw Nation in procuring said appropriation, and it is believed that said attorneys, with supposed contracts, are an absolute hindrance to the prompt payment of said appropriation, thereby depriving the Choctaws of their just dues: Therefore,

SECTION 1. *Be it further enacted by the general council of the Choctaw Nation.* That any and all contracts made by the Choctaw commissioners with any attorneys in connection with the appropriation of \$2,991,450, and not approved by the Department of the Interior, are hereby declared void and of no effect.

SECTION 2. That the principal chief of the Choctaw Nation and the national treasurer and the special delegate heretofore appointed be, and they are hereby, authorized and directed to proceed at once to Washington, D. C., and make a formal demand for said money, and to this end they are authorized to procure such assistance and to take the necessary steps to procure said money before the first day of December, 1891. And they are further authorized to sign the necessary relinquishments to said land west of 98th degree west longitude, now occupied by the Cheyenne and Arrapahoe tribes of Indians.

SECTION 3. That all acts or parts of acts, resolutions or parts of resolutions, except "disbursement bill," known as the "per capita bill," of April, 1891, coming in conflict with this act are hereby repealed; and this act take effect and be in force from and after its passage.

Proposed by R. J. Ward.

Approved October 19, 1891.

J. H. BRYANT, *Acting Principal Chief.*

This is to certify that the above and foregoing is a full, true, and correct copy of the original act of the Choctaw general council now on file in the office of the national secretary of said nation.

In testimony whereof I, Soloman J. Homer, have hereunto affixed my official signature and the seal of the Choctaw Nation this October 30th, nineteen hundred.

[SEAL.]

SOLOMAN J. HOMER,  
*National Secretary of the Choctaw Nation.*

EXHIBIT B.—*Testimony of Green McCurtain before J. W. McMullan, United States commissioner.*

AGREEMENT.

Whereas the Choctaw-Nation of Indians, in the Indian Territory, have a just and valid claim against the United States of America for certain money, or monies, appropriated by act of Congress approved March 3rd, 1891, to pay said nation of Indians for all their right, title, interest, and claim which said nation may have in and to certain lands, designated and described in the act aforesaid, are desirous of securing the services of J. Hale Sypher, an attorney and counsellor at law, to prosecute said claim, and to collect the amount appropriated by the act of Congress aforesaid.

Now, therefore, this agreement, made and entered into by and between J. Hale Sypher, attorney and counsellor, party of the first part, and Governor Wilson N. Jones, principal chief, Hon. Green McCurtain, national treasurer, and Hon. Thos. D. Ainsworth, special delegate, commissioners, appointed by act of the general council of the Choctaw Nation, approved Oct. 19th, 1891, parties of the second part.

Witnesseth, that for and in consideration of the professional services of the party of the first part, in and about the prosecution of the said claim and the services of others who may be employed, or authorized by him to act in the premises, either as colleague or as substitute, the parties of the second part hereby promise and agree for themselves and their heirs and legal representatives to pay to the party of the first part, his heirs, substitute, or legal representatives, a fee equal to ten per centum of whatever sum of money, or other evidence of indebtedness which may at any time be awarded or recovered on account of said claim, and the said fee shall become due and payable immediately upon the making of said award or payment, and the parties of the second part hereby stipulate that the party of the first part, his substitute or legal representatives, shall have direction and control of the prosecution of said claim to its final termination and adjustment, with power to receive, receipt for, endorse, and collect, any draft, warrant, or other evidence of indebtedness that may be issued or rendered in payment thereof, and further, to retain from the proceeds of any such draft, or other evidence of indebtedness, the amount of the fee herein stipulated; and, if requisite to the faithful performance of this agreement, the parties of the second part hereby authorize and bind their heirs and legal representatives to invest the party of the first part, his substitute or legal representatives with like power, to the end that the provisions of this agreement shall be fully carried into effect. And the parties of the second part further agree to

furnish all evidence and papers that may be lawfully required in the prosecution of said claim, and to execute from time to time and deliver to the party of the first part such powers of attorney or other papers as may be necessary for the prosecution and full settlement and collection of said claim, and the payment of said fee.

It is further agreed that this agreement shall not be affected in any particular by any revocation of the authority granted or which may be granted to the party of the first part, nor by any services rendered, or which may be rendered by others or by the parties of the second part, his heirs or legal representatives or by any of them. This agreement is limited by the provisions of the act of the Choctaw council of October 19, 1891, requiring necessary steps to be taken to procure said money before the first day of December, 1891. (See act.)

And the party of the first part agrees to diligently prosecute said claim to the best of his professional ability to a final termination.

Witness our hands and seals this seventh day of November, A. D. 1891.

JAY HALE SYPHER.	[SEAL.]
WILSON N. JONES.	[SEAL.]
GREEN McCURTAIN.	[SEAL.]
THOS. D. AINSWORTH.	[SEAL.]

Signed, sealed, and delivered in the presence of—

ROBT. V. HUGHES.  
GEO. H. BROWN.

*District of Columbia, ss.*

Personally appeared before me, the subscriber, a notary public in and for said District, the aforesaid Jay Hale Sypher, Wilson N. Jones, Green McCurtain, and Thos. D. Ainsworth, to me well known, and acknowledge the foregoing letter of agreement to be their free and voluntary act and deed for the purposes therein set forth.

Given under my hand on this seventh day of November, 1891, at Washington, D. C.

ROBT. V. HUGHES,  
*Notary Public.*

*District of Columbia, ss.*

I hereby certify that the foregoing is a true copy of the original. Given under my hand and notarial seal this 8th day of November, A. D. 1891.

ROBT. V. HUGHES,  
*Notary Public, District of Columbia.*

EXHIBIT C.—*Testimony of Green McCurtain before J. W. McMullan, United States commissioner.*

Bill No. 55.

AN ACT authorizing the principal chief to appoint a delegate to Washington City, D. C.

Whereas the Congress of the United States, by an act approved March 3, A. D. 1891, appropriated two million two hundred and forty-three thousand five hundred and eighty-seven dollars and fifty cents

(\$2,243,587.50) to the Choctaw Nation of Indians, a part of which said act is in words and figures as follows, to wit:

"And the sum of two million nine hundred and ninety-one thousand four hundred and fifty dollars be, and the same is hereby, appropriated out of any money in the Treasury not otherwise appropriated, to pay the Choctaw and Chickasaw nations of Indians for all the right, title, interest, and claim which said nations of Indians have in and to certain lands now occupied by the said Cheyenne and Arrapahoe Indians under Executive order; said lands lying south of the Canadian River and now occupied by the said Cheyenne and Arrapahoe Indians; said lands have been ceded in trust by article three of the treaty between the United States and said Choctaw and Chickasaw nations of Indians, which was concluded April 28, 1866, and proclaimed on the 10th day of August of the same year, and whereof there remains, after deducting allotments as provided by said agreements, a residue ascertained by survey to contain two million three hundred and ninety-three thousand one hundred and sixty acres; three-fourths of this appropriation to be paid to such person or persons as are or shall be duly authorized by the laws of said Choctaw Nation to receive the same, at such times and in such sums as directed and required by the legislative authority of said Choctaw Nation. And one-fourth of this appropriation to be paid to such person or persons as are or shall be duly authorized by the laws of the said Chickasaw Nation to receive the same, at such times and in such sums as directed and required by the legislative authority of said Chickasaw Nation. This appropriation to be immediately available and to become operative upon the execution by the duly appointed delegates of said respective nations specially authorized thereto by law of releases and conveyances to the United States of all the right, title, interest, and claim of said respective nations of Indians in and to said land (not including Grier County, which is now in dispute), in manner and form satisfactory to the President of the United States; and said releases and conveyances, when fully executed and delivered, shall operate to extinguish all claim of every kind and character of said Choctaw and Chickasaw nations of Indians in and to the tract of country to which said releases and conveyances shall apply."

And whereas this nation is ready and willing to sign, execute, and deliver the releases and conveyances in said act mentioned to the United States of the lands therein described, in manner and in form satisfactory to the President of the United States: Therefore,

*Be it enacted by the general council of the Choctaw Nation assembled,*  
The act of Congress hereinabove mentioned is hereby accepted and approved.

The principal chief is hereby authorized to commission two men as delegates, with the advice and consent of the senate, who, with Green McCurtain, national treasurer of the Choctaw Nation, are hereby authorized, with full power and authority, and with instructions to execute on behalf of this nation, in manner and form satisfactory to the President of the United States, in its name, and sign, seal, and acknowledge the same for and in the name of this nation, the releases and conveyances described and mentioned in said part of said act of Congress, hereinabove recited, and to deliver the same, when so executed, signed, and acknowledged, to the President of the United States, as and for the releases and conveyances of this nation under said act

of Congress, of all right, title, interest, and claim of this nation in and to the lands described in said act of Congress, and all of them.

SECTION 2. Said delegates, with the national treasurer, are hereby instructed to deliver such releases and conveyances to the President of the United States on the execution thereof and to demand from him and from the Government of the United States and its proper disbursing officers the amount of money for said lands due this nation and appropriated by said act as the consideration for said releases and conveyances.

SECTION 3. And the national treasurer is hereby empowered and authorized to receive such money so appropriated from the United States in such sums and at such times as said delegates herein appointed, with the national treasurer, may agree with the United States shall be done: *Provided, however,* That such payments shall not be distributed through a longer period than two years from the date thereof.

SECTION 4. Said delegates are hereby authorized, with the national treasurer, as a part of this law, to employ attorneys to aid them and this nation in the execution of this power, and to collect said money in such manner and by such means or suits against the Government of the United States in the name of this nation, as such attorneys may deem most wise and expedient. And said delegates, with the national treasurer, are hereby empowered to agree to pay said attorneys for the collection of said money five (5) per cent thereof. Said contract of employment of said attorneys shall be in writing, and this act of said nation shall be authority in said attorneys from this nation and in its name to collect from the Government of the United States out of said appropriation the said five per cent thereof; and the receipt of said attorneys therefor shall be the receipt of this nation for the amount so paid said attorneys.

SECTION 5. That this act be in force and effect from and after its passage.

Recommended by D. W. Hodges, chairman.

Approved December 11, A. D. 1891.

W. N. JONES, *Principal Chief.*

This is to certify that the above and foregoing is a full, true, and correct copy of the original act of the Choctaw general council now on file in the office of the national secretary of said nation.

In testimony whereof I, Soloman J. Homer, national secretary of the Choctaw Nation, have hereunto affixed my official signature and the seal of the Choctaw Nation this the 30th day of October, nineteen hundred.

[SEAL.]

SOLOMAN J. HOMER,  
*National Secretary.*

EXHIBIT D.—*Testimony of Hon. Green McCurtain before J. W. McMullan, United States commissioner.*

WASHINGTON, D. C., June 13, 1893.

Gov. WILSON N. JONES,  
*Principal Chief, Caddo, I. T.*

MY DEAR SIR: Having lived on your border for many years, and having served in the civil war with the Choctaws, and also in Congress

from the Fifth Congressional district of Texas, where it was my duty and pleasure to look after the interests of your people, as well as those of my own constituents, I could not but feel a deep interest in everything pertaining to the welfare of the Choctaws. And from my long acquaintance with you personally it is unnecessary for me to assure you that I have always entertained the deepest solicitude for the honor and success of your administration and government; therefore I deem it my duty to communicate to you certain important matters which have come to my knowledge which seriously concern the peace, honor, and welfare of the Choctaw Nation.

I enclose herewith a copy of a report prepared by General J. Hale Sypher, whose connection with your matters here have been known to me for some time. This report contains many damaging statements, which, if made public, will result in irreparable injury to your people. It will no doubt produce great dissatisfaction and contention among your own people and force an investigation in both your national council and in Congress. You can best judge of the effect of such an investigation in the nation, which it seems to me will certainly put your party upon the defensive and may give you great trouble and endanger your authority and supremacy. A Congressional investigation would reflect upon your administration very seriously and destroy public confidence in the integrity of your government and arrest all favorable legislation in your behalf and interest in the future. Knowing General Sypher, I have prevailed upon him to withhold from distribution and publication this damaging report until I can hear from you. I am informed that he has had 1,000 copies of this report printed for distribution in the nation and Congress.

I write you this entirely on account of my interest in you and your people, knowing and appreciating the injury which may result if an amicable adjustment is not effected. I offer you my friendly services in aiding you to make an equitable settlement. If you entertain this matter and desire my presence telegraph me on receipt of this and I will come down to consult with you for your best interests to avert the impending danger.

Very truly, yours,

SILAS HARE.

EXHIBIT E.—*Testimony of Green McCurtain before J. W. McMullan, United States commissioner.*

A joint resolution to suspend the execution of section fifteen of the act making appropriations for the expenses of the Indian service for the year 1892, and for other purposes.

Whereas by section fifteen of an act of Congress entitled "An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes, for the year ending June thirtieth, eighteen hundred and ninety-two, and for other purposes," approved March 3, 1891, it was provided that the sum of two million nine hundred and ninety-one thousand four hundred and fifty dollars be appropriated out of any money in the Treasury not otherwise appropriated, to pay to the Choctaw and Chickasaw nations of Indians, for all the right, title, interest, and claim which said nations of Indians may have in and to

certain lands now occupied by the Cheyenne and Arapahoe Indians, under Executive order; \* \* \* this appropriation to be paid to such person or persons as are or shall be duly authorized by the laws of said Choctaw and Chickasaw nations to receive the same, at such time, and in such sums, as directed and required by the legislative authority of the said Choctaw and Chickasaw nations;

And whereas the said act has not been executed and the said sum of money appropriated for the purposes stated in said act has not been paid to the said Choctaw and Chickasaw nations as provided in said act;

And whereas it is alleged, stated, and charged that the said Choctaw and Chickasaw nations, through their executive officers, the members of the senate and house of representatives of the national councils of said Choctaw and Chickasaw nations, and various other special agents of said nations, have made various and sundry contracts with certain persons for the rendition of services to be performed by such persons in connection with official action to be done and performed in connection with securing the payment to said Choctaw and Chickasaw nations of said appropriation; and that large sums of money have been contracted to be paid out by the officers or agents of said nations, for the purposes aforesaid, in violation of section 2103 of the Revised Statutes, and to the serious financial injury of the said Choctaw and Chickasaw nations;

And whereas it is also alleged, stated, and charged that the authority exercised by such agents of said Choctaw and Chickasaw nations have been secured and obtained by the unlawful and corrupt use of money, or by the unlawful and corrupt promise of the payment of large sums of money to individual members of the national councils of said Choctaw and Chickasaw nations to the great scandal and injury of said nations:

Now, therefore, be it resolved by the Senate and House of Representative of the United States of America in Congress assembled, that the President is hereby directed to suspend the execution of said act until such time as the Committees on Indian Affairs of the Senate and House of Representatives, sitting and acting either separately or jointly and together, shall examine and report to Congress upon the following questions and facts, to wit:

1. What contracts have been made by the Choctaw or Chickasaw nations, or in their name, or by their authority, for the payment of compensation for services rendered, or to be rendered, by any person or persons, in connection with securing said appropriation or the payment of the said money to said nations, together with the full names of each and all the persons with whom contracts have been made and how much money the said nations, or either of them, have agreed to pay for such services under said contracts.

2. Whether any member of the national council of said nations, or either of them, received, or was promised, either contingently or otherwise, any sum or sums of money for any vote given or action taken by them in connection with the appointment of any agent or agents, delegate or delegates, for or on behalf of said nations or either of them, who were to be employed in rendering service in connection with securing the passage of said act of appropriation or the payment of the money due thereunder to the Choctaw and Chickasaw nations, together with the names of such person or persons and the amounts to be paid or promised to be paid to each.

3. Whether any executive officer of the Choctaw or Chickasaw nations, or either of them, are now or were at the time any official action taken by them in regard to securing said act of appropriation, or its payment to said nations or either of them, interested in said appropriation, or were acting under any promise or assurance that they should be paid, or should receive any part of said appropriation when the same should be paid to or become available to said Choctaw and Chickasaw nations.

4. What contracts have been made by the said nations or either of them, or by any of the citizens of said nations, with any citizen or citizens of the United States, for the rendition or performance of any legal or other services for said nations or citizens thereof, which said nations or their citizens have refused to pay to any citizen or citizens of the United States; and what if any sum or sums of money is or are due to any citizen or citizens of the United States, under or upon such contracts.

5. Whether the best interests and prosperity of the Choctaw and Chickasaw nations will not be best served and promoted by placing the said appropriation in the Treasury of the United States, to the credit of the said nations as a permanent fund, upon which interest will be paid at the rate of four per cent per annum, and be applied by the said nations exclusively for the increase of the school fund of said nations.

SEC. 2. That the expenses of conducting the investigation hereby authorized and required to be made shall be paid out of said appropriation, and three-fourths of said expenses shall be paid by the Choctaw Nation, and paid out of its share of said appropriation; and one-fourth of said expenses shall be paid by the Chickasaw Nation, and paid out of its share of said appropriation.

SEC. 3. That the Secretary of the Senate and the Clerk of the House of Representatives shall transmit a copy of this resolution to the President.

EXHIBIT F.—*Testimony of Hon. Green McCurtain before J. W. McMullan, United States commissioner.*

(Dictated.)

WASHINGTON, D. C., June 23, 1893.

GOV. WILSON N. JONES,

*Principal Chief, Choctaw Nation, Tushkahomma, I. T.*

DEAR SIR: This letter will be presented by General George H. Giddings, of Texas, who is my client. He is a reliable man and a friend of your people. At my advice he stops over at Tushkahomma to confer with you on the subject of my letter to you of the 13th instant.

I am satisfied that if you do not make an equitable settlement with General J. Hale Sypher, you will have great trouble with him, and I believe much damage will result to your people from a Congressional investigation. You can confide in General Giddings the same as in me, and make such arrangement as will be for the best interests of your people, in whom I have always taken great interest.

Yours, very truly,

SILAS HARE.

EXHIBIT G.—*Testimony of Hon. Green McCurtain before J. W. McMullan, United States commissioner.*

TUSKHHOMA, I. T., June, 28th, 1893.

Hon. WILSON N. JONES,  
Gov. Choctaw Nation.

SIR: As attorney of J. H. Sypher, esqr., of Washington, D. C., I submit the following proposition as a compromise for his professional services rendered the nation by virtue of a contract and power of attorney of date signed by yourself and others by which he, under said contract, was to receive 10 pr. ct. of such amount as might be paid said nation by the U. S. Government for lands sold said Govt., amounting to \$2,206,985  $\frac{5}{100}$ .

Now, to avoid litigation, I will accept the sum of ten thousand dollars and execute a full and complete release to yourself for said nation; this proposition to be void, the same as if it had never been, if not accepted within five days from this date.

G. H. GIDDINGS,  
Atty. for J. H. Sypher.

Please advise me at Gainsville, Texas, the resvt.

G. H. GIDDINGS.

EXHIBIT H.—*Testimony of Hon. Green McCurtain before J. W. McMullan, United States commissisoner.*

A resolution accepting the report of Green McCurtain, national treasurer:

*Be it resolved by the general council of the Choctaw Nation assembled,* That the report of Green McCurtain, national treasurer, on the leased district money be, and the same is, hereby accepted as true and correct, and this resolution take effect and be in force from and after its passage.

Proposed by S. E. Lewis.  
Law by limitation.

This is to certify that the above and foregoing is a full, true, and correct copy of the original resolution of the Choctaw general council now on file in the office of the national secretary of said nation.

In testimony whereof, I, Solomon J. Homer, national secretary of said nation, have hereunto affixed my official signature and the seal of the Choctaw Nation this October 30th, nineteen hundred.

[SEAL.]

SOLOMAN J. HOMER,  
National Secretary.

AGREEMENT.

EXHIBIT I.—*Cross-examination of Hon. Green McCurtain before J. W. McMullan, United States commissioner.*

Whereas the Choctaw Nation of Indians have a claim against the United States of America for three-fourths of the money appropriated

by the Fifty-first Congress, by act approved March 3d, 1891, amounting to two million nine hundred and ninety-one thousand four hundred and fifty dollars, for the payment of the lands known as the leased lands, or that portion of it at that time occupied by the Cheyenne and Arapahoe Indians.

One of the conditions of said appropriation was that the Choctaw and Chickasaw Nation of Indians were to make a good and sufficient deed, transferring all their interest, right, and title to said land to the United States of America, and the sum was to be approved by the President of the United States;

And whereas the President of the United States has not up to this date approved any deed or title of said lands, and therefore the money due the Choctaw and Chickasaw Nation of Indians for said lands has not been paid;

And whereas the Choctaw Nation of Indians being desirous of securing the payment of said money at an early date as possible, needing the same and fearing that delay may be prejudicial to their interests, and fearing that if the same is not paid at an early day it may be postponed indefinitely, the Choctaw Nation of Indians are desirous of securing the services of David M. Ross and his associates to aid in securing the early payment of the money due them for the sale of said lands;

Now, therefore, this agreement made and entered into by and between David M. Ross and his associates, at Caddo, I. T., parties of the first part, and Green McCurtain, Thomas D. Ainsworth, and David W. Hodges, delegates of the Choctaw Nation, parties of the second part:

Witnesseth, that for and in consideration of the services of the parties of the first part, David M. Ross and his associates in and about the prosecution of said claim, and the services of others who may be employed or authorized by David M. Ross to act in the premises either as colleague or substitute, the parties of the second part hereby promise, agree, and bind themselves to pay to the party of the first part, their heirs, substitutes, or legal representatives a fee equal to fifteen per centum of that even sum of money or other evidence of indebtedness which may be awarded or recovered on account of said claim; and said fee shall become due, payable immediately upon making said award or payment, provided said award or payment is made on or before June 1st, 1893, from the date of this agreement, and if such award or payment is not made within the time specified, then this agreement is void.

Signed November 28th, 1892.

DAVID M. ROSS.  
GREEN McCURTAIN,  
THOS. D. AINSWORTH,  
DAVID W. HODGES,  
Choctaw Delegates.

The above contract is hereby approved, Nov. 28th, 1892.

W. N. JONES,  
Principal Chief, Choctaw Nation.

WASHINGTON, June 2, 1893.

Received of Green McCurtain the am't in full due D. M. Ross and associates on the within contract (110,349.37).

D. M. Ross.

EXHIBIT No. 2.—*Cross-Exam. Hon. Green McCurtain before J. W. McMullan, United States Commissioner.*

Received of Green McCurtain, national treasurer of the Choctaw Nation, the sum of sixty-six thousand two hundred and nine  $\frac{62}{100}$  dollars, being equal to three per centum on two million two hundred and six thousand nine hundred and eighty-seven &  $\frac{50}{100}$  dollars, this day paid to and received by said Green McCurtain, as such national treasurer from the United States, in full payment for all the right, title, interest, and claim of the Choctaw Nation in certain lands, recently occupied by the Cheyenne & Arapahoe Indians in the leased district, as provided in an act of Congress approved March 3d, 1891, making an appropriation to pay said Choctaw Nation for said lands, & modified as provided by joint resolution of Congress approved January 18th, 1893. Said sum of sixty-six thousand two hundred and nine  $\frac{62}{100}$  dollars, being in full payment to me for my services as attorney under my contract of employment with said Green McCurtain and Thomas D. Ainsworth and Daniel W. Hodges (dated January 19th, 1892), thereunto duly authorized by act of the general council Choctaw Nation approved December 11th, 1891. June 6th, 1893.

JOHN C. ORRICK.

*Deposition of Samuel J. Crawford, for respondents, taken at Baxter Springs, Kans., on the 21st day of November, A. D. 1904.*

Claimant's counsel, C. S. Macdonald; respondent's counsel, E. Allan Boyd.

And thereupon, the said Samuel J. Crawford was examined by the counsel for the respondent, and, in answer to interrogatories, testified as follows:

1. Question. What is your name?

Answer. Samuel J. Crawford.

2. Question. What is your age?

Answer. Sixty-nine years.

3. Question. Where do you reside?

Answer. Cherokee County, Kans.

4. Question. Do you know J. Hale Sypher, the claimant in this case?

Answer. Yes, sir.

5. Question. Are you related to him in any way?

Answer. No, sir.

6. Question. Are you in any way interested in the outcome of the suit in which J. Hale Sypher is petitioner?

Answer. No.

7. Question. And the Choctaw Nation of Indians is respondent?

Answer. No, sir.

8. Question. Where did you know J. Hale Sypher?

Answer. Washington, D. C.

9. Question. When did you first meet him?

Answer. I think about 1885 to 1886; near that time.

10. Question. Well, Governor, I'll ask you to state what you know about the appropriation by Congress for paying to the Choctaw and Chickasaw Indians a certain sum of money for lands and what is known as the leased district.

Answer. About 1889 I was employed by Captain Stanley and Colonel Owen, on behalf of the Choctaw tribe of Indians, to assist in the prosecution of the claim of said tribe or nation for the value of about two and a half million acres of land lying west of the 98° in what was known as the leased district. That claim involved, as I now recollect, about two and a half million acres of land, or, in round numbers, about three million dollars, which the tribe or nation claimed to be due for its said lands which had been disposed of or were about to be disposed of by the Government. Captain Stanley, Colonel Owen, and myself had to assist in the prosecution of the case, and Judge Barnes, of Georgia, and Mr. Orrick, of St. Louis.

We first presented the case or claim to the Department of the Interior, and it was referred to the Commissioner of Indian Affairs for investigation and report. The Commissioner referred it to the Deputy Commissioner, and we presented the case to him by oral arguments, printed briefs, and documentary evidence. After making a careful examination and investigation of all the treaties, records, and facts bearing upon the case, or claim, the Deputy Commissioner wrote up a decision in favor of the Choctaw tribe or nation; the report or decision of the Deputy Commissioner was approved by the Commissioner of Indian Affairs and transmitted to Congress through the Department of the Interior. We then presented the case to the proper committees of each House of Congress and, after much work and labor, finally succeeded in securing an appropriation by Congress of an amount, as I now recollect, of about two million nine hundred and ninety-one or two thousand dollars. Congress made the appropriation, estimating the value of the land at about \$1.25 per acre, possibly not quite so much; but in figuring up the amount of land to be paid for the Department of the Interior made a mistake and figured the lands at about 47,000 acres more than were embraced in the contract purchase; that error was not discovered until the bill had been approved by the President, and when the matter was figured up in the Treasury Department, before payment was made, that Department discovered the error and reported it to the President, and he withheld the payment until Congress convened at its next session and sent the claim back to Congress with the message, announcing the fact of the error and also offering his objections to the payment of so large an amount for the lands involved; but Congress, at its next session, corrected the error and reappropriated the money, authorizing the Treasury Department to make the payment. That is my recollection of the matter at this late date, but it is substantially true.

11. Question. In your statement just given you have referred to an act or resolution; the first act you referred to appropriated this amount of money; I'd like to ask you to look on page 2 of the printed answer of the respondent, about the middle of the page, and examine there what is purported to be a reference to an act of Congress passed on the 3d day of March, 1891, and state whether or not, according to your remembrance, that is the act you refer to in your previous statement?

Answer. Yes, sir.

12. Question. Now, Governor, I'd like to ask you to state whether or not you were employed with others from the time that this claim was presented to the Government by the Choctaw Nation until the money was finally paid?

Answer. Yes, sir; I was.

13. Question. You stated that you were employed by Robert L. Owen?

Answer. Captain Stanley and Robert L. Owen.

14. Question. Did they state to you at that time whether or not they had any authority to employ you; and if so, from whom?

Answer. My recollection is that Captain Stanley showed me his authority from the Choctaw Nation.

15. Question. Were Captain Stanley, Judge Barnes, Mr. Orrick, and yourself acting on behalf of the Choctaw Nation from the time this claim was presented until it was finally paid?

Answer. Yes, sir.

16. Question. Were you acquainted with J. Hale Sypher, the petitioner in this suit, at that time?

Answer. Yes, sir.

17. Question. Did he at any time during this time render to you, or your associates, or the delegate from the Choctaw Nation to your knowledge any services in connection with this claim?

Answer. Nothing whatever in so far as I know, or heard.

18. Question. Did you and your associates whom you have mentioned heretofore prepare and present conveyances to the proper authorities at Washington?

Answer. Yes; that is my recollection. My recollection is that Captain Stanley representing he was the special delegate as well as attorney for the Choctaw Nation and he looked after that matter specially.

19. Question. At any time during your association with these gentlemen did you secure from Mr. Sypher any data, any forms of conveyance, or any assistance whatever?

Answer. Not to my knowledge.

20. Question. If such assistance had been obtained from him, would you have known it?

Answer. I certainly would.

21. Question. Were you and your associates constantly in counsel during the pendency of this case?

Answer. Yes, sir; often.

22. Question. Did Captain Stanley, Judge Barnes, Mr. Orrick, Mr. Owens, and yourself make full and complete reports to each other as to what steps each had taken?

Answer. A conversation, or consultation, of course that was done more or less; each understood what the other had been and was doing; we were all cooperating.

23. Question. Did Captain Stanley and your associates report to the others when you met who had been employed, and for what purpose you had been employed?

Answer. It was generally understood between us; of course we knew who the counsel were, each.

24. Question. Well, to your knowledge, did any of your associates ever report in your consultations of having employed, or made use of the services, or data, or conveyance, or any material furnished by Mr. Sypher?

Answer. No, sir; on the contrary, Captain Stanley and myself were approached by Mr. Sypher. I was, on at least three occasions, and asked to have me secure him employment in the case from Captain Stanley and Colonel Owen, and at each time I refused to do so.

25. Question. Now, Governor, do you know whether or not after

Mr. Sypher had failed to get this employment he took any steps to prevent the payment of the appropriation?

Answer. I do not know only from hearsay so.

26. Question. You don't know?

Answer. No.

27. Question. Did he at any time do anything, so far as you know, to hinder the work that you and your associates were engaged in?

Answer. I can not say that I do.

28. Question. During the pendency of this claim from the time that you presented it to the Interior Department until the time it was paid by the Treasury Department and conveyances were passed and the money received, were you in consultation, you and your associates, with the Choctaw delegates at Washington?

Answer. Occasionally.

29. Question. Did any of them, to your knowledge, employ Mr. Sypher, on this behalf?

Answer. No, sir; not to my knowledge.

30. Question. By what authority, Governor, if you know, was Mr. Owen acting in this behalf?

Answer. I am not certain whether his authority came from the Choctaw tribe or from Captain Stanley, the representative of the tribe at Washington. I am quite certain that Captain Stanley had full power from the tribe, or nation, to employ such counsel as he deemed proper.

31. Question. I believe you said at one time Captain Stanley showed you his authority or his contract?

Answer. Yes, sir.

32. Question. Governor, do you deny that Mr. Sypher, from the time this claim was taken up before the Interior Department until the money was finally paid over to the Choctaw Nation, or their representatives—that Mr. Sypher performed any services?

Answer. If he did perform any services in that case, I never heard of it.

33. Question. In your position at that time, if he had performed it, would you not have been likely to have known of it?

Answer. I certainly would.

34. Question. Did the Interior Department, or the Secretary of the Interior, the Commissioner of Indian Affairs, the President of the United States, or any member of either House of Congress, or the Secretary of the Treasury ever refer to Mr. Sypher in their consultations with you in regard to this matter?

Answer. Not to my recollection.

The witness was then cross-examined by counsel for the petitioner, and in answer to interrogatories testified as follows:

1. Question. Governor, I believe you said that your occupation is that of a farmer and attorney?

Answer. Yes, sir.

2. Question. You reside most of the time in Washington City, do you not?

Answer. I am in Washington perhaps half of the time and on the farm the other.

3. Question. I'll ask you how long you have known Mr. Sypher?

Answer. My recollection is I met him about 1885 or 1886.

4. Question. Governor, calling your attention to the proposition

upon which Mr. Boyd examined you—you say you were employed first, about what time?

Answer. About 1889, as nearly as I can recollect.

5. Question. Who did I understand you to say employed you in this case?

Answer. Captain Stanley, a delegate representing the Choctaw Nation or tribe, and Robert L. Owen.

6. Question. You were employed, as I understand you, to assist in the prosecution of this claim of the Choctaw Nation?

Answer. Yes, sir.

7. Question. And the nation at that time claimed something like \$3,000,000?

Answer. For that particular tract; yes, sir.

8. Question. You say you assisted them from 1889 till the time the money was paid?

Answer. Yes, sir.

9. Question. That is, you assisted, together with Mr. Owens, Judge Barnes, Mr. Orrick, and Captain Stanley?

Answer. Yes, sir.

10. Question. What did you first do in regard to the claim of the nation?

Answer. We first examined the treaties made by the Government with the Choctaw Nation and Chickasaw Nation, or tribes; then we prepared the case and submitted it to the Department of the Interior; we prosecuted the case there before the deputy commissioner principally because the matter had been referred to him for examination, investigation, and report; before the deputy commissioner it was talked over informally with the Secretary of the Interior and the Commissioner of Indian Affairs. Printed briefs and documents were presented to the Department in support of the case.

11. Question. I'll ask you if you ever appeared personally in regard to this claim that you have mentioned before the Department of the Interior?

Answer. Yes, sir.

12. Question. Do you remember or can you state about the date that you appeared there?

Answer. It was after 1889, and during the pendency of the case before the Department we appeared more frequently; the case was not argued formally before the Secretary because it had been referred to the Indian Office for investigation and so forth, and we were notified to present the case to the Deputy Commissioner. Our briefs may have been addressed to the Secretary, or the Commissioner, but the main facts were presented to the Deputy Commissioner, who passed upon the case and wrote it up.

13. Question. You say you were requested to present the case. By whom was that request made, and to whom did you refer, when you say that you were requested to present it?

Answer. We were employed in the case, and possibly requested by the representatives or delegates of the Choctaw Nation, and by the Deputy Commissioner also; the case was pending before him for, perhaps, I'll say three months; I can not remember at this late date, but it was a long, continuous contest.

14. Question. About how many times, Governor, if you can state, did you appear in person before the Department of the Interior in relation to this claim?

Answer. I don't remember. Our talks with the Secretary were informal, he not having the case before him. As a general thing my recollection is that possibly Captain Stanley might have argued the case before him, but my recollection is that if he did I don't remember it.

15. Question. You didn't argue the case personally before the Secretary?

Answer. No, sir.

16. Question. Now, you say the claim then went to the Commissioner of Indian Affairs from the Department of the Interior?

Answer. It was referred to the Commissioner, as I now recollect, and by the Commissioner it was referred to the Deputy Commissioner. I think he was called at that time the Assistant Commissioner. They changed the title some time ago, and I don't remember when it was; but it was all the same.

17. Question. If you know, I'll ask you to state who prepared the printed briefs?

Answer. We all prepared them.

18. Question. This printed brief or briefs was presented before the Commissioner of Indian Affairs?

Answer. The briefs were all printed and copies were submitted to the Secretary, and to the Commissioner of Indian Affairs, and to the bureaus directly interested in the case and in the investigation, but most of them, and I think the case was argued orally before the Deputy Commissioner.

19. Question. Do you know who made these arguments and presented this brief or briefs before the Indian Commissioner? If you do, state, please, who made the arguments.

Answer. Every one of us; every attorney employed in the case as far as I know—Mr. Orrick, Captain Stanley, Colonel Owen, and myself.

20. Question. And you all at numerous times appeared before this Department I have mentioned?

Answer. Yes, sir.

21. Question. You don't remember the dates or about the dates of these appearances, do you?

Answer. No, sir.

22. Question. Do you remember the date of the decision of the Deputy Commissioner of Indian Affairs that was handed down in favor of the Choctaw Nation?

Answer. Not the exact date, but my recollection is that it was some time during the latter part of the winter of 1890. It was late in 1889 or early in 1890, as nearly as I can recollect.

23. Question. Now, in your direct examination, Governor, you said after the presentation to the Commissioner of Indian Affairs, you presented the case or claim to each of the committees of each House, or the members of each House; did you present that personally, or did some of your associates?

Answer. We all, at different times would generally be present when the matter was presented to a committee; the time would be allowed us to the Indian Committee of the House and Senate, and as nearly as I can now recollect we were all present when the case was presented to the committee; possibly some one might have been absent.

24. Question. You personally presented this claim to these different committees, did you?

Answer. I did.

25. Question. And your associates, Judge Barnes and Mr. Orrick also presented them personally?

Answer. Mr. Orrick, Captain Stanley, and Owen, I remember distinctly. Judge Barnes was there occasionally, and I am not quite so certain about what time Judge Barnes came into the case; possibly he came in after it left the Department of the Interior, but it is so long ago I can not remember, but the other four, Orrick, Stanley, Owen, and myself, I know were there all the time.

26. Question. Now, Governor, I'll ask you to state to what committees you presented the claim before, and what you did in regard to the claim before the different committees?

Answer. Why, at all the committees and everything bearing upon the treaty. The Committee of Indian Affairs of the House and the Indian committee of the Senate. Of course, we had the Indian treaties or parts of the treaties relating to the subject-matter in the case, and presented those to the committees, and such arguments as we had to make.

27. Question. Do you remember the time of the presentation of this matter to any of the committees.

Answer. Oh, no.

28. Question. You can not recall the time?

Answer. No. We were perhaps before these committees half a dozen times or more.

29. Question. Can you state, Governor, who composed these different committees—the names of the different committeemen?

Answer. I can only give a part of them at this time. Of the Senate Indian Committee at that time my recollection is that Dawes, of Massachusetts, was chairman; Platt, of Connecticut, was on the committee, and Teller, of Colorado, and Jones, of Arkansas, and Morgan, of Alabama, and others—I can not remember all of them. Of the House committee, Perkins, of Kansas, was chairman. Peel, of Arkansas, was on the committee, and my impression is Pickler, of Dakota, was a member of that committee.

30. Question. About what was the date, if you remember, of this appropriation you spoke of to the Choctaw Nation?

Answer. When the bill was first passed it was about March 3, 1891, if I recollect right.

31. Question. You say the President afterwards withheld the appropriation and sent a message to Congress in regard to this appropriation?

Answer. No. This law provided—it was for two million nine hundred and ninety-two thousand; it was two million nine hundred and ninety-one thousand and some dollars, and it was, as I recollect it, incorporated in the Indian appropriation bill, and the amount of land to be paid for was figured up in the Indian Office and a mistake of about 47,000 acres was made. They appropriated money to pay for the 47,000 acres more than were embraced in the contract of purchase, and the Secretary of the Treasury—I think he discovered it first and reported the fact to the President and he withheld the payment from the 4th of March, 1891, until Congress convened in the following December, and he sent the case back to Congress with a special message announcing the fact of the mistake and also offering his objections to the appropriation, and Congress took up the message and considered it and corrected the mistake and renewed the appropriation and the money was paid.

32. Question. Now, Governor, I wish you would state what those objections were to paying this appropriation.

Answer. They were objections that the Secretary of the Interior afterwards made by the third article of the treaty of 1866, whereby the Choctaws leased or ceded about 8,000,000 acres, known as the leased district, to the Government for a nominal sum; about 8,000,000 acres belonging to the Choctaws and Chickasaws for \$300,000, which was understood by the Indians when the treaty was made to be simply a renewal of a lease made for ten years under the treaty of 1856, whereby the Government paid them 10 or 12 cents an acre. The wording of article 3 of the treaty of 1866, in the first two or three lines, seemed to convey the fee of the lands, to cede and convey were perhaps the words used in the article to the Government, for this nominal sum of \$300,000; but when we take the articles 3 and 14 and one or two other articles of the treaty of 1866 and construe them together you reach the real meaning of the treaty. A document or treaty is to be taken altogether and construed as one document. In that article 3 is where the contention rested most of the time during the prosecution of the case before the Departments and before Congress, and a great deal was said on both sides. Of course, we contended for a liberal interpretation of the treaty taken as one document, and then we tried to show how the Indians understood the treaty when it was made. And under the decisions of the Supreme Court a treaty must be interpreted as the Indians understood it at the time it was made. That is the substance on that point of the decision. All those questions came up and were argued over and over, both in the Department of the Interior and before the committees of Congress, and before Congress when the bill was pending involving the appropriation.

33. Question. During the time you say you were employed in relation to this claim for the Choctaw Indians, did you ever at any time personally see the President, Harrison or Cleveland, in regard to the matter?

Answer. Yes; I saw both of them. President Harrison had to do with the case after the appropriation was made. Cleveland, it seems to me, went out of office on the 4th of March, 1891, but in other similar cases in which the Indian Territory is concerned, which had preceded this case, we had talked the matter over frequently with President Cleveland, and when Harrison had the case, and after the appropriation was made, we were before President Harrison with authority to reduce the amount to be paid 47,000 acres, as I recollect, and the Choctaw Nation would accept pay for the amount of land actually sold, but the President thought he had no authority, as he probably didn't have, to make the payment or to divide it.

34. Question. About how frequently were you to see President Harrison in relation to this claim?

Answer. Perhaps two or three times; I don't remember.

35. Question. About how many times did you present this claim to President Cleveland?

Answer. I don't remember that we presented the case to him. It was pending in the Department of the Interior, I am quite certain. While Cleveland was there I don't remember that this Choctaw case was ever presented to him; I am rather inclined to believe that it was not.

36. Question. Then you were employed from about 1889 up until about 1893 in this case, as I understand you?

Answer. Yes; until the case was closed.

37. Question. Whom did I understand you say employed you to prosecute this claim in the first place?

Answer. Captain Stanley, one of the attorneys in the case, and a delegate representing the Choctaw Nation at Washington, and Robert L. Owens.

38. Question. I believe you stated in your direct examination that Mr. Stanley showed you his authority for prosecuting this claim?

Answer. Yes, sir.

39. Question. Can you state about the substance of that contract of authority?

Answer. Oh, no; I can not—I don't remember it. It was properly worded in the usual way; it specified how he had authority to employ counsel, but as to the wording of his authority, I have no recollection at all.

40. Question. It was purported to be from the Choctaw Nation?

Answer. Yes, sir.

41. Question. Do you remember by whom it was signed?

Answer. No; I do not. I suppose it was signed by the chief, made in pursuance of an act of the Choctaw national council.

42. Question. You don't recollect now who it was signed by?

Answer. No.

43. Question. In your direct examination you say you don't know that Mr. Sypher was ever employed in this claim or with relation to this claim by the Choctaw Nation?

Answer. If he was, I never heard of it.

44. Question. He might have been employed and you might not have heard about it—is that true?

Answer. No, sir; because the reverse is true. He came to me and asked me to intercede with Stanley (I must not say those things what he did with Stanley unless I was present, but I know what he said to me). He came to me three times to get me to intercede in his behalf to secure his employment in the case.

45. Question. About when was the first time he came to you?

Answer. During the pendency of the case, but I can not recall the date.

46. Question. Can you recollect the month?

Answer. No.

47. Question. The year?

Answer. Yes; it was in the winter of 1889 and 1890 and 1891.

48. Question. Now, the first time Mr. Sypher came to you I wish you would state as nearly as you can the conversation that took place at that time between you and Mr. Sypher?

Answer. The first time, if I recollect correctly, he wanted to be employed in the case and represented he had been a member of Congress and could be of assistance and wanted me to intercede with Stanley and secure his employment. I declined to it. The next time, I don't remember, but in the course of the prosecution of the case he came to me a second time and renewed the request and I declined. The third time he came to me with a proposition that was not proper and I dismissed him then for good.

49. Question. Now, the first time was some time in 1889, was it?

Answer. Yes; it was probably late in 1889 or early in 1890?

50. Question. The next time was about when?

Answer. Sometime during the year 1890, while the case was still pending.

51. Question. And then the third time?

Answer. That was after the appropriation had been made and he claimed to have secured a contract from the Chickasaws which the attorneys in that case knew nothing about. Then he wanted to be employed in the case on account of the influence—his influence with the President to have the President pay over this money after the first appropriation had been made.

52. Question. You say Mr. Sypher never rendered any services to you or your associates in relation to this claim?

Answer. He never did to me and he never did to my knowledge to any of the attorneys in the case.

53. Question. Do you know whether or not he ever rendered any assistance to the Choctaw Nation in prosecuting this claim in securing the payment of that sum?

Answer. No, sir; I don't know of his having done anything in the case.

54. Question. You don't say, Governor, he didn't, do you?

Answer. I was one of the attorneys and had as much to do with it as any attorney and if he ever did I don't know anything about it.

55. Question. You don't mean to state that Mr. Sypher never rendered any services for this claim?

Answer. I can not say. He might have done something we knew nothing about, but that would be unusual.

56. Question. You don't know whether or not he ever had a contract with the Choctaw Nation, do you?

Answer. No, sir. I never heard of it during the pendency of this case. What he secured afterwards I don't know anything about.

57. Question. He might have had a contract with the Choctaw Nation and he might have rendered a great deal of service and you might not have known anything about it?

Answer. No, sir; that is impossible.

58. Question. You think, then, that he could not have rendered services unless you had known about it?

Answer. Not of any importance.

59. Question. Then do I understand you to say you know of your own personal knowledge Mr. Sypher didn't prosecute this claim?

Answer. No; I can not say that.

60. Question. For the Choctaw Nation?

Answer. I know he didn't do that.

61. Question. I believe you said, Governor, you didn't know by whom this contract was signed by which Mr. Stanley held?

Answer. No; it was from the Choctaw tribe or nation or proper authorities of the Choctaw Nation.

62. Question. Now, in regard to preparing the data and the document that is known as "releases and conveyances" of the Choctaw Nation to the United States, I ask you who prepared them, if you know?

Answer. Why the attorneys perhaps meeting for consultation in my office as often as anywhere else and all those matters were talked of and considered, but who actually wrote out the conveyances I don't know, but my impression is Captain Stanley did. We formulated not only that conveyance, but we discussed all those questions bearing

upon the case down to the finish either at our consultations there in my office or in Captain Stanley's room at the hotel, and he was not very well and we arranged and agreed upon the whole thing, and my impression is that Captain Stanley prepared the conveyance for the Treasury Department and had to make it satisfactory to the Treasury Department and it had to be carefully considered before the Treasury Department and the Interior Department would accept it.

63. Question. I'll ask you if you prepared any of the data from which the instrument known as releases and conveyances was drawn and which instrument was finally approved by the President.

Answer. Individually?

64. Question. Yes.

Answer. No; the matter was considered, discussed, and arranged, as I recollect it, in my office, and Captain Stanley, if I am not very much mistaken, Colonel Owen—well, now, my impression is very strong that Captain Stanley prepared the conveyances or releases. If I remember right, it took some little time. Either the Secretary of the Treasury or the Commissioner of Indian Affairs, I think, made some objections; they were very particular, I know, and we had a number of consultations on that account.

65. Question. Then you didn't prepare personally any of the data from which this document known as "releases and conveyances" was drawn?

Answer. I don't remember that I did; I don't say that I did not. It has been so long ago that I don't remember.

66. Question. Well, if you prepared that part of the data you would probably recollect it, wouldn't you?

Answer. Well, I don't know whether I would or not. We have discussed the questions that were in dispute between the tribe and the Department. The Treasury Department—I think the Secretary of the Treasury—had to do with it, and I think perhaps he had referred it to the Attorney-General, and my recollection is that it came back for a change or correction. But I know this, that the attorneys who prosecuted the case through had to do with the conveyances.

67. Question. I'll ask you if you know who wrote and prepared the data for the instrument known as "releases and conveyances," and which instrument is signed by Thomas D. Ainsworth, Samuel W. Hodges, and Green McCurtain, and which instrument was witnessed on the 23d day of February, 1893, by Andrew C. Bradley, associate justice of the Supreme Court. I ask you if you know who prepared that?

Answer. No; I have repeated that two or three times that my impression is that Captain Stanley wrote it. That is simply my impression. I can not remember.

68. Question. About how often did you confer with the representatives of the Choctaw Nation in relation to this claim?

Answer. Captain Stanley was their proper representative and delegate who had special charge of this case, and one of the delegates, Green McCurtain, and Thomas Ainsworth, and others. We met them on several occasions; they had nothing special to do except sign the conveyance on behalf of the Choctaw Nation.

69. Question. Governor, I'll ask you if you are now, or ever have been, an attorney and agent for the Choctaw Nation otherwise than by this contract you made with Mr. Owen?

Answer. Captain Stanley and Owen. I don't remember that I was ever employed by the Choctaw Nation in any case, except this one.

70. Question. And your employment was through Captain Stanley?

Answer. Yes, sir.

71. Question. Was that contract of employment in writing, or verbal?

Answer. In writing.

72. Question. Have you the contract with you?

Answer. No; I presume it is in my office at Washington.

73. Question. Could you get a copy of it?

Answer. I don't know whether I can. My office is locked up there. I can when I go back.

74. Question. You could not furnish a copy now?

Answer. Oh, no; it is not only in Washington but in the safe, if I have it yet, with some of the old contracts.

75. Question. Are you a regular practicing attorney?

Answer. Yes, sir; at Washington. My office is in Washington.

76. Question. Did you represent the Choctaw Nation in relation to this claim in any court?

Answer. No; this case didn't go before the court.

77. Question. Before what Government departments did you represent this Choctaw Nation?

Answer. Interior Department, Congress, and Treasury until the case was finally through.

78. Question. Then you represented them before all these Departments in securing the appropriation by act of Congress approved March 3, I believe, 1891, of some \$2,991,450 for the Choctaw and Chickasaw nations?

Answer. I was employed to assist in the prosecution. I assisted Captain Stanley, who was a practicing attorney, and, perhaps, Colonel Owen. I don't remember where Owen's authority came from, whether from Stanley or from the tribe direct, but Stanley I know was the regular attorney and delegate of the Choctaw Nation with full power to represent in this action.

79. Question. Before this appropriation was made did you do anything in the way of securing legislation in regard to this appropriation?

Answer. Well, we presented the case to the committees; the committees considered it and reported favorably to the two respective Houses, and of course we were assisting in securing the appropriation.

80. Question. Those were the committees you named awhile ago?

Answer. Yes, sir.

81. Question. Now, before this appropriation was made, and before the payment to the Choctaw Nation, did you enlist the aid of any member of Congress? If so, state.

Answer. I don't remember. I possibly talked with some of them. But we presented the case properly and fully to the committees—the proper organs of the two Houses—that have absolute charge of such matter. For instance, the Indian Committee of the House has charge of all Indian matters that comes before Congress and anybody with a claim against the Government relating to Indian matters has to present it, or go before that committee either in person, or write a brief, or something of that kind; you have to satisfy that committee as to the merits of your case.

82. Question. Well, during the time you say you were employed

between 1889 and 1893, did you secure or solicit the aid of any Senator in promoting this claim of the Choctaw Nation?

Answer. I don't remember that I ever talked with any one of them on the subject except before the committees, but I might have done so, I don't remember about that.

83. Question. Now, Governor, have you ever had, or have you now directly from the Choctaw Nation or their representatives any power of attorney authorizing you to appear and prosecute this claim for the Choctaw Nation?

Answer. I have my authority from Captain Stanley but not from the nation direct.

84. Question. The only authority you have was from Captain Stanley?

Answer. My recollection is my contract was signed by Captain Stanley as representative of the Choctaw Nation. Of course, it would have to be signed by the authorities. The chief might have signed it, but it was all done and all the attorneys employed had proper authority in pursuance of authority from the Choctaw Nation.

85. Question. Your authority was signed by Captain Stanley individually?

Answer. But as representative of the Choctaw Nation. He could not bind them personally.

86. Question. Was this contract signed by any other member.

Answer. I don't think it was. My impression is Robert L. Owen signed my contract with Stanley; they both came in to employ me together and possibly they both signed the contract.

87. Question. You could secure a copy of that contract, could you, Governor, in a few days?

Answer. If I have it. I don't know. It is among my old contracts and they are in a safe in the office in the building. I don't know how I can get it until I get back in December. If I have got it, I will.

88. Question. Will you try to secure a copy of that contract and attach it to this deposition later?

Answer. Yes; if I have a copy. I don't know that I have kept it.

And thereupon the witness was reexamined by counsel for the respondent and in answer to interrogatories testified as follows:

1. Question. When you appeared before the President and before the Interior Department and before the Commissioner of Indian Affairs and before the Treasury Department did you examine the papers that were on file in those various departments in connection with this claim?

Answer. I didn't go through them in detail. I might have examined some particular paper that was in point at that time, but as to going through all the papers—there were a good many papers in this case.

2. Question. I'll ask you, Governor, if at any time in any of the Departments in my last question you ever saw any brief or any letter or document of any kind purporting to be from J. Hale Sypher?

Answer. Oh, no, sir; I never did.

3. Question. If there had been one there would you have seen it?

Answer. I might not have seen it; there were so many papers. If he had been in the case I think I would have known it.

4. Question. At the time of the appropriation of March 3, 1891, who was the President of the United States?

Answer. Harrison.

5. Question. Now, at the time that the money was paid to the Choctaw Nation out of the Treasury Department, who was President of the United States?

Answer. I don't remember the exact date when it was paid. It seems to me Harrison had gone out as President and Cleveland had gone in again. I know we didn't get that money in the summer of 1891, between the 4th of March and the convening of Congress, because Mr. Harrison held it up.

The said witness was then reexamined by counsel for the petitioner and, in answer to interrogatories, testified as follows:

1. Question. Calling your attention to those instruments known as "releases and conveyances" which were signed as a witness by yourself and one Story B. Ladd, and which was witnessed by Andrew C. Bradley, associate justice of the Supreme Court on the 23d day of February, 1893, I will ask you if you saw that instrument signed by Thomas D. Ainsworth, Daniel W. Hodges, and Green McCurtain?

Answer. Of course, I was present and saw it or I would not have witnessed it.

2. Question. I ask you when was the first time you saw these instruments?

Answer. I don't remember.

3. Question. Did you ever see them before that date?

Answer. I presume I did. I think I did; it was formulated in my office, as nearly as I remember. I am quite certain that Captain Stanley wrote it after it had been agreed upon. I simply believe that to be the fact.

3. Question. Then you think you did see it before this date, February 23, 1893, in your office?

Answer. I have no doubt about it, although I can not say positively.

4. Question. Do you know who had possession of it at that time?

Answer. Either Captain Stanley or the delegates. Stanley was the moving spirit.

5. Question. Can you state about the time this instrument was written?

Answer. No.

6. Question. You don't remember the date or data from which this was compiled?

Answer. No; but it was prepared at the proper time.

7. Question. You don't remember the time?

Answer. I don't remember.

8. Question. And you didn't have anything personal to do with the compilation of the legal facts or data?

Answer. I can not say as to what particular part I took in preparing it. It was arranged, as I recollect it, and formulated to meet the requirements of the Department of Justice and the Treasury Department. There is a bare possibility that the Department of Justice might have prepared it; that is, corrected it and put it in shape to suit the Government.

9. Question. You say you believe you saw this instrument known as "releases and conveyances," which was approved by the president May 23, 1893, one time before it was signed?

Answer. If it is that one I witnessed I probably saw it more than once.

10. Question. I wish you would state, Governor, where you saw it and in whose possession it was?

Answer. I could only say from a general impression. My idea is that Captain Stanley had charge of that particular work, and he had to conform to the wishes of the Government; he had to get up a conveyance that was satisfactory to the Goverment.

Redirect examination:

1. Question. State whether you know of any other matter relative to the claim in question; if you do, state it?

Answer. No, I don't know of anything else of importance.

S. J. CRAWFORD.

*Deposition of Thomas D. Ainsworth, for respondents, taken at Poteau, Ind. T., on the 25th day of November, A. D. 1904.*

Claimant's counsel, J. Henry Shepherd; respondent's counsel, Mansfield, McMurray & Cornish.

And thereupon the said Thomas D. Ainsworth was examined by counsel for the respondent and, in answer to the interrogatories, testified as follows:

(It is stipulated and agreed by and between Mansfield, McMurray & Cornish, on behalf of the Choctaw Nation of Indians, and J. Henry Shepherd, on behalf of J. Hale Sypher, that the evidence in this case is taken subject to any and all proper objections upon the trial of this cause, reserving all legal objections to the relevancy and competency of the testimony offered.)

Direct examination by Mr. CORNISH:

1. Question. State your full name.

Answer. Thomas D. Ainsworth.

2. Question. What is your age?

Answer. Fifty-three.

3. Question. What is your place of residence?

Answer. Oaklodge, Ind. T.

4. Question. Are you a citizen of the Choctaw Nation by blood?

Answer. Yes, sir.

5. Question. Mr. Ainsworth, are you acquainted with J. Hale Sypher, the petitioner in this case?

Answer. I saw him several times when I was in Washington City.

6. Question. When did you first meet him and under what circumstances?

Answer. In the latter part of October or November, 1891.

7. Question. What official position were you holding at that time and what was the occasion of your presence in the city of Washington?

Answer. Congress had appropriated considerable money to be paid to these Indians in consideration for an equity they were supposed to have in the "leased district," lying between the ninety-eighth and one hundredth degrees of west longitude—that was done in March, 1891—that created considerable excitement among the Indians, the idea of getting some money. In October the regular session of the Choctaw council met to devise ways and means to get the money. George S. Thebo came down to council with a pocket full of letters recommending J. Hale Sypher, from highly prominent and various different

statesmen in Washington. He showed these letters to me, and I presume others, representing that Mr. Sypher could get this money for us. The council then went to work and created a commission or delegation of Wilson Jones, Green McCurtain, and myself to go and get the money. Thebo, in the meantime, drew up a couple of contracts, one to pay himself 5 per cent and one to pay J. Hale Sypher 5 per cent. Jones and McCurtain signed these contracts. I refused to sign them. Thebo went to Washington City with these contracts and wired back that Mr. Sypher had the thing working pretty well and moving along, and to hurry up and come, as the money would be paid out and there would be nobody there to receive it. We went on to Washington and met Mr. Sypher, who concluded that the contract that McCurtain and Jones had signed was not proper.

8. Question. You mean, Mr. Ainsworth, the contracts which you referred to as having been signed by McCurtain and Jones prior to your departure to Washington—prior to the departure of the delegation to Washington?

Answer. Yes, sir. Sypher then drew up another contract, and he also represented that 5 per cent would not be ample to pull this money; that he would have to have 10 per cent. We studied about this five or ten minutes and concluded that we would try him at 10 per cent. I said to him, "Now, Sypher, do you think you can get this money?" And he said, "Yes; you will get your money in ten days;" and I said, "I will just give you thirty days to get it in." I added on this contract, "This contract expires by limitation in thirty days from the date." The contract was typewritten, and I inserted this in ink with a pen. Sypher remarked, "Oh, yes; put in anything you want."

9. Question. As I understand it, you, as a member of this delegation, went to Washington under and by authority of an alleged act of the Choctaw council passed on the 19th of October, 1891.

Answer. Yes, sir.

10. Question. Mr. Ainsworth, you were present at council when that act was passed?

Answer. I believe I was; I was there nearly all of the time.

11. Question. You remember the terms and provisions of the act within which the authority conferred upon you by it was to be exercised and the work done?

Answer. We were to get the money and report back by the 1st of December.

12. Question. By whom were you introduced to Mr. Sypher?

Answer. By Thebo.

13. Question. Is that the Thebo to whom you refer as having appeared before council with recommendations for Sypher and who procured the passage of the act under which you went to Washington?

Answer. I don't understand exactly that Thebo secured the passage of the act. He may have lobbied around there and talked to different members of council.

14. Question. Is that the man Thebo who appeared at Tuscaloosa with the recommendations for Sypher?

Answer. Yes, sir.

15. Question. That is the man?

Answer. Yes, sir.

16. Question. What did Sypher do after the execution of this contract that you refer to?

Answer. He went with us to see the President. The President was rather noncommittal; he did not give us much encouragement; said he was a big man and did not have a great deal of time to fool away with the Indians. That was about the substance of his remarks. Some time after that we went to call on the President again, and the President told us that he had received an opinion from the chief law officer of our Government stating that we were without authority to act.

17. Question. That was upon the occasion of your second visit to the President?

Answer. Yes; the second or third; but my recollection is that it was the second.

18. Question. Now, as I understand it, on the occasion of this second visit to the President, he told you that the chief law officer of the Choctaw Nation had held that your delegation was without authority to act, and he thus declined to recognize you?

Answer. I don't think he declined to recognize us. I don't think he expressed it that way, that he declined to recognize us, but that he did not want to be bothered with us.

19. Question. Do you remember, Mr. Ainsworth, at that time what the President stated with reference to how this information as to the holding of the national attorney of the Choctaw Nation had reached him?

Answer. No, sir; I do not.

20. Question. How long after that interview at which you were dismissed by the President did you depart for home?

Answer. During the time we made another agreement with a lawyer by the name of—I think subsequent to this interview with the President, when he cut us out—we made an agreement with a lawyer by the name Jeff Chandler, of St. Louis, Mo., to get this money. Jeff Chandler advised us how to pursue.

21. Question. Now, after this interview with the President to which you refer, did you have any further relations with Sypher?

Answer. None at all.

22. Question. What effort did he make, if any, to get you to enter into another contract after you had been dismissed by President Harrison for the reason, as he told you, that you had no authority to act?

Answer. It was the current opinion of us three that he wanted a new contract, and to let him go on, but we had formed our opinion that Sypher could not do anything for us, and therefore it was not necessary to make a new contract with him.

23. Question. Did you consider as a part of the transaction, and did you act upon the theory, that you had power to act beyond the time limit fixed in the act of October 19, 1891?

Answer. I did not concur in the opinion of the Attorney-General of this country that we had no power to act. I thought we had the authority, I thought we had the right, to act because we made this agreement with Jeff Chandler.

24. Question. Mr. Ainsworth, after these matters transpired you returned home and made your report to the principal chief of the Choctaw Nation?

Answer. No; the chief was with us.

25. Question. You did make a report to the chief?

Answer. He was fully advised all along. I don't think we made any report.

26. Question. At any rate, when the matter was ended at Washington you returned home and then called a special session of council?

Answer. Yes, sir.

27. Question. What action did council take upon this report and information?

Answer. We continued to act; I guess they must have reaffirmed us. We had complete control of the council—McCurtain and me. They were all our friends and would do just what we would say.

28. Question. Mr. Ainsworth, you are aware that on the 11th day of December—I think that is correctly stated—a new act was passed creating a new delegation to go to Washington which gave them power anew?

Answer. I think so. I was one of the delegates.

29. Question. Mr. Ainsworth, I will ask you this question. After you were dismissed by the President, and after your relations with Sypher were thus ended, did you, as a member of the delegation, have any further professional relations with Sypher from that time on until the money was collected?

Answer. Not that I know of.

30. Question. Did he perform any services in connection with the collection of the money from that time on?

Answer. I have never been advised if he did.

31. Question. Mr. Ainsworth, what was the status of what is known as the 1889 delegation at the time you were appointed a member of the delegation that went to Washington; who were they—not personally?

Answer. They were created by act of the council to go on and negotiate for the sale of the lands west of the ninety-eighth.

32. Question. As I understand it, what is known as the 1889 delegation was created by act of the council of about that date charged with the duty of securing pay from the Government of the United States for the leased district lands?

Answer. Yes; I will state that this is the position that I took, that the Government of the United States did not owe us anything on account of that land; that is how I came into this. I was talking to McCurtain and Jones about this, to allow a man to give him 25 per cent of the amount realized. They might not be very particular of the conveyances to sign and what lands it embraced.

33. Question. Now, as I understand it, the purpose of this act, under which the delegation was created, was to that extent to displace the delegation of 1889?

Answer. I don't understand that the delegation of 1889 were authorized to sign these deeds. I don't think they were.

34. Question. You consider that the delegation of 1889 had performed its duty?

Answer. Yes; that is about it.

35. Question. Mr. Ainsworth, after you were dismissed by the President in the way you state and your relations with Sypher were thus severed, were you ever in his office after that time?

Answer. I don't remember at this time. When I put that limitation in this contract, that it expired after thirty days, I thought that after thirty days we were to have nothing more to do with Sypher.

36. Question. So far as you remember you were never in his office after that time and never sustained any professional relations with him after that?

Answer. As a matter of fact I don't believe that Sypher had any office. So far as I remember he carried us into a room in some building there in which there was nothing but a table covered with dust. There was room enough for us to sign the contract. Mr. Sypher's thirty-day contract had not expired when we entered into a contract with Jeff Chandler.

37. Question. As I understand it, nothing ever came in a substantial way of this contract that you had with Chandler?

Answer. No, sir; nothing at all.

38. Question. He was not connected with the final execution of the conveyances?

Answer. He got \$10,000 out of it.

39. Question. Do you know that of your own personal knowledge?

Answer. I insisted on it. When we went to draw this money we made a contract with Orrick. He chased McCurtain and me to Baltimore and insisted on us paying him, that he was busted. We made a contract with him and gave him—I think it amounted to about sixty-odd thousand dollars—with the understanding that Orrick was to take care of Jeff Chandler.

40. Question. You did not settle with Chandler direct, but you insisted as an individual in the execution of a contract with Orrick that he make some provision for Chandler?

Answer. Yes, sir.

41. Question. Which was done, as you understand?

Answer. Yes, sir.

42. Question. By what authority of the council did you make this contract with Orrick, as you now remember?

Answer. That was on our second or third or fourth trip to Washington when we made that contract with Orrick. We had pooled issues with the delegation of 1889 and went in together.

43. Question. Now, Mr. Ainsworth, is it not a fact, as you remember it, that the advice that Chandler gave you was that the council had no power to set aside or interfere with the rights of the 1889 delegation and that whatever was accomplished in connection with the collection of this money must be done in harmony with them and their friends?

Answer. I rather think that was the purport of it.

44. Question. Then the services that Chandler performed was under the direction of your delegation, which was created by this second act of the Choctaw council, on December 11, 1891, and in connection with and in harmony with the 1889 delegation; that is true, is it not?

Answer. As a matter of fact, I don't know that Chandler ever did anything.

45. Question. But whatever he did was in the way of furnishing you advice?

Answer. We left him there with full authority to act.

46. Question. But whatever he did in the way of giving you advice was along the lines that I have suggested?

Answer. Yes, sir.

47. Question. That your delegation, if they got results at all, must join hands with the 1889 delegation?

Answer. Yes; that is it.

48. Question. Mr. Chandler, as I understand it, was very firm in the belief that you had no power to act out of harmony with the 1889 delegation?

Answer. Yes; if we got beneficial results.

49. Question. What knowledge have you, Mr. Ainsworth, with reference to what efforts, if any, this man Sypher made, after the expiration of his contract and after the refusal of your delegation to enter into a new contract with him, toward preventing action and toward causing you to not collect the money?

Answer. I don't know of anything along that line personally.

50. Question. You were present at council when a man by the name of Giddings, from Gainesville, Tex., as Sypher's representative, appeared with a view of forcing some sort of an adjustment of the matter?

Answer. I may have been, but I don't remember it now. I heard —

51. Question. Now what was it that you heard about Giddings?

Answer. I don't remember the name Giddings?

52. Question. What did you hear?

Answer. I understood that Sypher was going to employ Bob Ingersoll to sue the Choctaw Nation, and that when Ingersoll read the limitation in the contract he told him that he did not have any case. I did not pay much attention to these little details, my idea was to get hold of this money. All of this detail talk did not interest me a particle. I would study up a man that I thought could get it. I considered that this limitation in Sypher's contract completely eliminated him from any connections with nation at all. I never paid any more attention to it.

53. Question. Did you ever say anything to him or do anything in his presence which would have given him an idea otherwise?

Answer. No, sir; I never did. I never was impressed with Sypher very much.

54. Question. Why not?

Answer. When we started out I had my own idea, but Jones and McCurtain fell into the Thebo and Sypher trap. Jeff Chandler was my proposition.

55. Question. As I understand it the Jeff Chandler proposition was that whatever efforts were made must be in harmony with the delegation of 1889?

Answer. That was his advice.

Cross-examination by J. HENRY SHEPHERD:

1. Question. Mr. Ainsworth, the proceedings of the Choctaw council, how are they recorded?

Answer. I don't know that they are actually recorded. They keep books about like any other nation or tribe.

2. Question. Then all of the resolutions of the Choctaw council were written and have since been printed, I suppose?

Answer. I don't remember whether these particular ones were printed. The laws of the Choctaw Nation provide that the laws of each particular session shall be printed.

3. Question. Who is the custodian of the archives of the Choctaw Nation?

Answer. The national secretary.

4. Question. Who is the national secretary?

Answer. Ed Wilson.

5. Question. Where is his office?

Answer. Under the constitution he is supposed to reside at and keep his office at the seat of government.

6. Question. Which is Tuskahoma?

Answer. Yes, sir.

7. Question. Who drew the contract that the delegation made in Washington with Sypher on November 4, whichever it was?

Answer. I don't know; it was not drawn in our presence. Sypher had it there for us to sign.

8. Question. Was Governor McCurtain with you at the time?

Answer. Yes; we were all present at the time.

9. Question. Was that contract signed on the day it was presented?

Answer. It did not take us more than five minutes, I don't think. We were lightning on the limb when it came to signing contracts.

10. Question. Did you have with you the resolution appointing this commission which was approved October 19, 1891, when you went to Washington?

Answer. I did not carry the papers.

11. Question. Who carried the papers?

Answer. McCurtain, I presume. I would not be positive about that. Evidently we had a copy of the law there with us.

12. Question. Mr. Ainsworth, this contract was signed before a notary public?

Answer. Yes, sir.

13. Question. Was he in the room at the time you wrote in the limitations?

Answer. Let me see; about that notary public business—I don't remember going off from that place. I am a little in doubt on that proposition whether the notary was there in this particular room or whether we went to his office; I would not be positive about that. He was a cripple fellow, as well as I remember. Sypher may have had him there.

14. Question. Did you draw up a written contract with Chandler?

Answer. Yes, sir.

15. Question. Before a notary public?

Answer. I declare I don't remember.

16. Question. How soon after Sypher's contract was drawn did you draw Chandler's?

Answer. About two weeks.

17. Question. That was before your return from Washington to the nation?

Answer. Yes, sir.

18. Question. When you returned did you make any written report to council?

Answer. I think not. Sypher's contract—I knew the thirty days had not expired when we made this deal with Chandler.

19. Question. Was the contract prepared and signed before you went to the President?

Answer. Yes; the one of Sypher?

20. Question. Yes.

Answer. Possibly we called on the President before we made that contract; I would not be positive on that.

21. Question. Was the contract signed before you called on the President the last time?

Answer. Yes, sir.

22. Question. When was the Orrick contract signed?

Answer. I think it was done probably six months before we got the

money. I went to Washington City four or five times before the money was paid.

23. Question. Mr. Ainsworth, why was Hodges made a part of the delegation?

Answer. That was for political reasons, I presume. Mr. Jones was chief and in a caucus and general talk we concluded that it would be well for the chief not to leave the nation but to appoint some other man.

24. Question. So there was only one change made and that was that another person was substituted for the principal chief?

Answer. Yes; we came to that conclusion in talking to somebody.

25. Question. Was he elected by the council?

Answer. He was appointed by the chief and confirmed by the senate.

26. Question. You remember when that was done?

Answer. I do not definitely, but some time in the course—when council was in session. It might have been the regular session or at a call session. Call sessions were thick them days.

27. Question. From whom did you get your understanding as to what Ingersoll said to this man Sypher?

Answer. I think I must have got it either from Robert L. Owen or Wiley Cox. We talked with them a great deal after the two delegations worked in harmony.

28. Question. You never had any conversation with Mr. Ingersoll?

Answer. I never saw him in my life.

29. Question. You have no information of your own that Sypher ever saw him or had any talk with him?

Answer. No, sir.

30. Question. I will ask you if this statement is correct; Governor McCurtain makes this statement, here is the question: "Did you enter into a contract with Sypher upon the occasion of your first conversation with him?" Answer. "I think it was about the second day; he prepared one that evening which was not satisfactory to us and Tom Ainsworth said he would write one and present it the next day, and he wrote the contract."

Answer. That I did?

31. Question. Yes?

Answer. I don't remember it just in that way sure. I know I did not write that contract with Sypher that Sypher had published. I could not get up as much stuff as that. Sypher's most talk to us was that he would get the money and that was our object. I wanted to express it as tersely as possible that he would get the money.

32. Question. I believe you stated that the authority of this delegation, which was comprised of Wilson N. Jones, Green McCurtain, and yourself, was not limited to December 1; how was it?

Answer. I don't think we so considered it.

33. Question. You acted under it after December 1?

Answer. No, sir; we left there and came back home.

34. Question. Did you not subsequently act under this same authority?

Answer. The next action that occurred we had new authority.

35. Question. When was that?

Answer. I don't remember whether the council voted that in December or January; they made some new laws on it.

36. Question. They did make some enactments after your return?

Answer. Yes, sir.

37. Question. That was by regular resolution of council?

Answer. Yes, sir.

Mr. SHEPHERD. We ask that the resolution be produced.

Mr. CORNISH. They have already been introduced in connection with Governor McCurtain's testimony.

Mr. SHEPHERD:

38. Question. When did you first learn of the opinion of the attorney-general with reference to your authority?

Answer. From the President.

39. Question. You said something about that you did not consider that he had any right?

Answer. We did not consider the opinion was worth shucks, but the President layed great stress upon it.

40. Question. Did you not have also the opinion of the attorney-general of the nation on the power of the old delegation, the 1889 delegation?

Answer. I don't know anything about except one opinion, and I never saw that for a good long while. You see the fact is that the attorney-general did not write that opinion.

41. Question. Why?

Mr. CORNISH:

Question. How do you know that?

Answer. Because he was not competent to write it. I have been told lately that he did not write it. They all got in full fellowship and harmony in trying to get this boodle. It was a general assault upon the Treasury of the United States to get this money. They were all working together.

Mr. SHEPHERD:

42. Question. Mr. Ainsworth, were you present at the interviews that the delegation had with the President in November and December, 1891?

Answer. It seems to me like McCurtain and Jones went to the President once when I was not along.

43. Question. Did the President ever inform you that he had an opinion of the Attorney-General of the United States on your authority?

Answer. No, sir.

Mr. CORNISH:

Question. I understood you to say "No, sir; I never heard?"

Answer. Yes, sir.

Mr. SHEPHERD:

44. Question. You were constantly with the commission or delegation at Washington at this particular time when Sypher—

Answer. I was present when we made this demand for the money and the President said the "chief law officer of your country says that you are not authorized to act."

45. Question. Did he in that conversation tell you that he would refer the opinion of your chief law officer to the Attorney-General of the United States?

Answer. I don't remember that he did. It occurs to me that the President thought it was conclusive. That if our laws did not authorize it that would govern the case.

46. Question. Did he ever in your presence state that he had received information from the Attorney-General of the United States on this matter?

Answer. I don't think he did. That brings up, possibly McCurtain and Jones called on the President when I was not along. I am under the impression at this remote time that they did.

47. Question. Did they inform you at any time during your stay at Washington before you returned to the nation, that the president had informed them of an opinion of the Attorney-General of the United States?

Answer. I don't think they ever did. If they did, I just thought it was the opinion of our attorney-general they referred to.

48. Question. Were you present when the delegation made a report of their action in Washington at council?

Answer. We did not make any report; we just went back and told them that we had failed to get the money. Some of them said they knew that when we went into it. That was our opposition.

49. Question. Governor McCurtain in his testimony states that "we made our report to council and council then passed another act authorizing and changing the entire delegation by leaving out Jones; I was not considered as a delegate myself. I, myself, accompanied the delegation as treasurer."

Answer. The delegation was created, Wilson Jones, principal chief, and Green McCurtain, treasurer, and myself as a delegate. I was to be appointed; I don't think I was ever named in any resolution.

50. Question. But you was appointed by the principal chief?

Answer. Yes; all these matters of detail, what was done at the council and what was done by their interviews I never considered had any relation of relevancy to Mr. Sypher's standing. My idea was that when I put that clause in there limiting his efforts to thirty days, that when he failed to get the money that that would end his job.

Mr. CORNISH:

Question. That clause was satisfactory to him?

Answer. Yes; he said, "Put in anything you want." But this printed contract that I see of Sypher is not the original.

Mr. SHEPHERD:

51. Question. The contract with John C. Orrick was made by—

Answer. That was made by McCurtain, Hodges, and me.

52. Question. At what place?

Answer. Possibly St. Louis, Washington, or Baltimore. A verbal contract was made at Baltimore. Why it was reduced to writing I can't say; but the agreement was made verbally in Baltimore.

53. Question. Did you ever inform Sypher that his connection with this matter had ceased—you, yourself?

Answer. I don't know whether he ever gave me an opportunity; if he had, I would have. I thought he would understand it by his contract.

54. Question. Did I understand you to say that, that after you went to see the president he wanted you to make a new contract?

Answer. I believe he told us that he could not get the money within the time specified and would like to get a new contract; and we refused it.

55. Question. Were you there?

Answer. I guess I was there. It occurs to me that Sypher wanted to renew the contract, but after his thirty days ran out I never paid much more attention to him. We did not renew the contract with him, I am positive on that proposition.

56. Question. You know what became of the contract made with Orrick?

Answer. No, sir.

57. Question. Was it ever put on record with the national secretary?

Answer. I don't know.

58. Question. Do you know whether it was ever filed at Washington?

Answer. I don't know. I know Orrick got about \$66,000.

59. Question. There was a contract signed with D. M. Ross and his associates—do you know who signed that contract?

Answer. Jones, and McCurtain, and I did that.

60. Question. When did you do that?

Answer. Some time between this first appointment of ours and the time we received the money—I don't recollect exactly the date.

61. Question. Where did you make that contract?

Answer. It must have been at Washington City. When Ross's contract expired I had about despaired of ever getting the money, and when Ross's contract ran out he came down here into this country to look us up about his contract. Our contracts were supposed to be approved by the principal chief. Ross showed me a new contract, already approved by the principal chief and signed by McCurtain. Hodges and I had not seen it nor signed it. It vexed me some. I was on the train going to McAlester, but finally I signed it. Then he wanted me to go to Hodges with him, but I refused, and told him that it was all I could do to sign it without influencing anybody else. That was six months, and we got the money about five days after six months. Ross compromised for \$75,000.

62. Question. Did he do anything?

Answer. If he did, I never knew it. I think he did as much as Sypher did.

63. Question. This contract was with Robert L. Owen and Ross was it not?

Answer. No; if Robert L. Owen had anything to do with it I never knew it.

#### Redirect examination by Mr. CORNISH:

1. Question. Now, Mr. Ainsworth, Mr. Sypher states in his evidence that he did various things toward removing from President Harrison's mind his objection toward the payment of this money. What was the condition of President Harrison's mind from the time you became connected with this matter up to the time of the payment of the money?

Answer. Both President Harrison and Secretary Noble objected to the payment of this money.

2. Question. It is within your knowledge and experience that no one ever succeeded in removing the objections which existed in their minds?

Answer. Yes, sir.

3. Question. There seems to be some little confusion in Judge Shepherd's mind with reference to these two acts of the council to which reference has been made in the evidence. The act under which

you and Governor McCurtain and Wilson Jones sought to employ Sypher was passed and approved on October 19, 1891, and the authority conferred upon you by that act, according to its terms, was limited to December 1, 1891. Is not that your recollection of the terms of the act?

Answer. That could not have been. My recollection is if it had been, then I would not have put that in the contract that it would expire within thirty days from the date.

4. Question. Of course the act will show for itself. This is the wording that is contained in the act: "This delegation was sent forward to Washington and the limitation requiring necessary steps to be taken to procure said money before the 1st day of December, 1891." Now, you have no recollection that it is different from that wording that is contained in the act?

Answer. No; of course not. But then I remember distinctly whatever I do myself impresses me as being done. I did not write Sypher's contract myself. If I did, it slipped my mind; but to make matters doubly sure I put in this limitation that his job expired within thirty days.

5. Question. The copy of the contract which Sypher has filed contains this wording in one of the paragraphs: "This agreement is limited by the provisions of the act of the Choctaw council of October 19, 1891, requiring necessary steps to be taken to procure said money before the 1st day of December, 1891." Now, have you any recollection that the contract you signed is different from that?

Answer. As I remarked a while ago, I don't remember that I ever read that contract, but I was rather dubious of Sypher's ability to pull this money all the way from the inception. I did not think that Thebo was a very good man; I did not pay very much attention, but he was so enthusiastic that he could get this money right away—ten days or two weeks. There was nothing said about taking steps, but he was to get the money.

6. Question. You have a recollection of having interlined something in the contract. Now, the clause is as I have just read. Now, are you able to say that that is not the clause that you inserted in the contract?

Answer. That is not what I inserted in the contract. What I inserted would not have covered more than two lines and is as I have stated.

7. Question. Now, Mr. Ainsworth, you have no recollection other than that contained in the law—that the law said that steps should be taken by December 1, 1891?

Answer. I understood that we were to get the money in that time.

8. Question. Whatever was done was done there at Washington, and after that you returned home, and shortly after that time a new act of council was passed?

Answer. Yes; I presume so.

9. Question. The new act of council created a new delegation. The delegation, while it may have included some of the original members, was, so far as the Choctaw council was concerned, a new delegation?

Answer. Jones and McCurtain and I went back together, and it was evidently after this action of council in December. Hodges was not with us then. Hodges and I met at Fort Smith. McCurtain

could not come. Then we went to Washington and stayed there about four weeks, found out that we could not get the money, and went back home. One day I got a telegram from McCurtain from Vinita. Hodges had died in the meantime, so I started again and met McCurtain in Washington.

10. Question. The time limit fixed in the act of October 19, 1891, was December 1, 1891; the record shows that?

Answer. The record shows that. That don't require any proof.

11. Question. The record further shows that a new act of the Choctaw council was passed on December 11, 1891, creating a new delegation?

Answer. I think this created the same delegation—Jones, McCurtain, and I.

12. Question. Is it your recollection that it named them?

Answer. Yes; I never paid any attention to the details. It seems to me that it was sometime after that that council was called and the personnel of the delegation changed.

By Mr. SHEPHERD:

Question. What is your opinion, and what action did you take under the power of the act passed on October 19?

Answer. I will draw the conclusion that I had at the time from my action. We made this contract with Jeff Chandler without limitation, under the first act. If I had considered that our authority expired on the 1st day of December, I don't think that we would have made that unlimited contract with Chandler.

By Mr. CORNISH:

13. Question. You simply base this impression upon what occurred at the time, rather than upon any recollection or understanding at this time of what occurred at that time?

Answer. You stated it right.

14. Question. Now, Mr. Ainsworth, what then would be your understanding of why the council took new action and conferred new authority upon the new delegation in the act of December 11, 1891?

Answer. Why the necessity for it?

15. Question. You state your impression now from various things?

Answer. I understood that our authority was to get the money. Now they got in "the necessary steps," but I never laid any big stress upon these words. Getting the money was the object that impressed me then.

16. Question. The impression you then had and that you now have that the authority which you had was to get the money by December 1, 1891?

Answer. Yes, sir.

17. Question. That is correct?

Answer. Yes; and we failed to get it.

18. Question. And having failed, it was necessary —

Answer. For them to pass new legislation.

19. Question. Now, in addition to the questions which have been asked you and the answers which you have made, do you think of anything else which you consider of importance or material to the issues in this case which you would like to state?

Answer. No; I do not.

THOMAS D. AINSWORTH.

*Deposition of Halbert E. Paine, for respondents, taken at Washington, D. C., on the 14th day of December, A. D. 1904.*

Claimant's counsel, Henry M. Baker; respondents' counsel, A. A. Hoehling, jr.

HALBERT E. PAYNE, a witness produced for and on behalf of the claimant, being first duly sworn, testified as follows:

By the COMMISSIONER:

Question. Please state your name, age, residence, and occupation.

Answer. Halbert E. Paine; 78 years of age; Washington, D. C.; a lawyer.

Question. Have you any interest, direct or indirect, in the claim which is the subject of inquiry in this cause?

Answer. I have not.

Question. Are you in any degree related to the petitioner or respondent herein?

Answer. No, sir.

Direct examination by Mr. HOEHLING:

Question. What official position do you hold at this time?

Answer. I am one of the justices of the peace of the District of Columbia.

Question. Are you acquainted with the claimant or petitioner, Mr. J. Hale Sypher?

Answer. Yes, sir.

Question. How long have you known him?

Answer. Thirty years or more.

Question. Has that acquaintance been intimate or otherwise?

Answer. It has been a very friendly acquaintance. Nothing ever occurred to interrupt our friendly relations.

Question. I will ask you if you have examined the printed copy of the petition of J. Hale Sypher against the Choctaw Nation of Indians?

Answer. I think I read the whole of it.

Question. And the printed answer of the Indians?

Answer. No, sir; I have not.

Question. You have read his petition?

Answer. Yes, sir. I think I glanced at the answer—glanced at the signatures, but I did not read it.

Question. What I wish to ascertain is whether you are familiar with the subject-matter of his petition in the Court of Claims case?

Answer. I understand it to be a claim for compensation for services in connection with the payment of an appropriation made by Congress.

Question. I will ask you to please state briefly what, if any, professional connection you had in connection with the prosecution of the claim of the Indians before Congress which resulted in the appropriation which was referred to in your last answer.

(Objected to as perfectly immaterial in this present case.)

Answer. The Choctaws and Chickasaws had, or claimed, a community of interest in a certain tract of land north of the Red River between the ninety-eighth and one hundredth meridians of west longitude. I was employed by the Chickasaws—the sole attorney for the Chickasaws—to represent their interests in the prosecution of their claim for compensation for their land. A man by the name of Capt. J. S.

Stanley was employed by the Choctaws. Associated with him, I recollect, was a Mr. Orrick, of St. Louis, whom I saw here, who was reputed to have been a partner of General Noble, formerly Secretary of the Interior; and I recollect of seeing engaged in the case Mr. Robert L. Owen. I don't know whether he acted as attorney or agent. The Chickasaws employed me by contract, giving me a certain percentage on the expected recovery, and I drew a petition to be presented to Congress by the Chickasaws, on behalf of the Chickasaws and Choctaws. I appended to that a lengthy statement. I think the petition and statement covered pretty nearly 80 printed pages, and I submitted that to Congress. The Choctaws did not join in that petition. Somehow or other they got before Congress, so that Captain Stanley and I cooperated in the prosecution of that case before Congress. I do not remember of ever seeing Mr. Orrick at work on the case, or Mr. Owen, but I know of my personal knowledge that they were engaged some way in the case, and I have heard, but do not know, that former Governor Crawford of some western State was in the case. It was a long time before Congress made an appropriation to make this payment. After it was made President Harrison opposed it and it hung fire. There had been a mistake made in the acreage, and it was necessary to have further action of Congress, which was finally had. And notwithstanding the objections and delays interposed by President Harrison, finally Congress adopted a resolution to pay the money, and it was paid. I received my compensation from the Chickasaws.

Question. About how long was the matter pending before Congress prior to the appropriation?

Answer. I could not tell you. It was a considerable time. I can not give dates. My memory as to dates is not very good.

Question. Was the service rendered by you in connection with the presentation of the claim before Congress laborious and detailed?

Answer. Oh, yes; I tried to make an exhaustive examination of the documents in the law library of Congress, the miscellaneous library, and in the libraries of both Houses of Congress. I found a series of maps in the miscellaneous library, of which I made tracings, and prints were made and presented to Congress. I recollect of spending a great deal of time at work in getting the case ready to present to Congress.

Question. Subsequent to the appropriation made by Congress, what, if anything, did you do in the matter of appearing before President Harrison in respect of directing the payment of the appropriation?

Answer. I went to see him once, and, as Rip Van Winkle would say, "Enough was enough." He seemed to be opposed to it; very much opposed to it. His opposition seemed to me to be based mainly on the exorbitant fee that the Choctaws' attorneys were to receive. He made no objection to my fee, which was small; but he seemed to base his objection mainly upon the large amount of the Choctaw contract.

Question. Did you submit anything in writing or print to President Harrison?

Answer. No, sir; nothing but a verbal conversation.

Question. Did you prepare any printed statement or brief subsequent to the appropriation, for use before Congress or the Departments?

Answer. Oh, yes. After President Harrison had interposed his objection to the measure, I prepared a very extended printed argu-

ment which I presented to the Representatives and Senators. I think it covered nearly 150 pages, if I recollect aright. I tried to go over the whole ground.

Question. So far as you are advised, was the objection or opposition of President Harrison removed or overcome?

Answer. I never heard that it was; I do not know.

Question. As a matter of fact, the payment was not authorized to be made until Mr. Grover Cleveland became President?

Answer. I think not; but I may be mistaken about that. However, that is my impression.

Question. In connection with the detail of making payment of the moneys included in the appropriation it appears that certain releases were to be executed by the Indians?

Answer. Yes, sir.

Question. Please state what, if any, connection you had with the matter of preparing the releases or the draft of releases in respect of that matter.

Answer. Whatever I did in that matter was done in cooperation with Captain Stanley, in my office. Indeed, I was almost in daily communication with the Captain, and our meetings were always in my office. I do not know of my own knowledge that anybody except the Captain and myself took any part in the preparation of the original form or draft of those releases, and I can not recall who contributed most of the verbiage to that form. Very likely it was Captain Stanley. I am quite sure he engrossed it as we finally agreed upon it, because he was a good penman, and after we finally agreed upon it we submitted it to one of the Departments of the Government for inspection and approval before it should be executed by the delegates of the two nations. I can not remember whether we sent it to the Interior Department or to the Treasury, but wherever it went it came back again, criticised and amended, so that in the form it finally took, before it was signed by the delegates of those two nations and presented to the Treasury, it was the work of not only Captain Stanley and myself but also of officials of the Government, and it may be that many others had a hand in it, so far as Captain Stanley was concerned. But I never had any communication with any Choctaw or anybody else except Captain Stanley in regard to its preparation.

Question. The printed copy of the Choctaw release, which is set forth in the record evidence in this case, discloses that one of the witnesses to the release was Mr. Story B. Ladd. What relations had Mr. Ladd to you?

Answer. He was then one of my law partners.

Question. And where was your law office, as well as that of Mr. Ladd?

Answer. It was in the building that was next to the building used by the Georgetown College for law lectures. It has been torn down and a new building erected since, right opposite the court-house on Fifth street. I forgot the number of our office.

Question. Have you any recollection of Mr. Ladd's witnessing this paper or doing anything with it?

Answer. I remember very well that he went over with the delegates to the court-house. What he did there I only know by seeing his name on the document.

Question. But you do recall that Mr. Ladd took the release and with the delegates went over to the city hall?

Answer. I remember it well.

Question. So far as you assisted in the preparation of the draft of release, which you say was subsequently amended by some of the officials of the Government, what, if any, use was made by you of data prepared by any one other than yourself?

Answer. I did not have any. I ascertained all myself from the books. I do not know what Captain Stanley did. He never stated to me that anybody had given him any information. He said nothing about it one way or the other.

Question. Do you remember whether he had any data in written form?

Answer. I do not know about his having what you call "data," but he had sketches—his sketch certainly of the proposed release—parts of it. I do not say he had a sketch of the whole. I do not know about his data. They consisted, I suppose, of information from the treaties. That is what you refer to?

Question. Yes; information from the treaties. Do you recall whether this release was the first one of that kind which was executed by the Indians, or had there been a release of a similar kind prior thereto from which this could have been copied?

Answer. I can not recall. I do remember that in the course of my practice I had occasion to present two releases of the Chickasaw Nation, but I think this must have been the first. I am not sure about it, but I think it was the first.

Question. And so far as the officials of the Department made suggestions as to desired corrections or amendments, those suggestions were followed by you?

Answer. They were; and incorporated in the document.

Question. You may please state if at any time during the prosecution of the claim on behalf of the Choctaw and Chickasaw Indians to which you have been referring, and particularly subsequent to the appropriation of the money by Congress, to your knowledge, Mr. J. Hale Sypher had any professional connection on behalf of the Choctaw Indians.

Answer. Not to my knowledge. But I would not say he had not certainly. I was not the Choctaw attorney.

Question. You were in constant association with Captain Stanley?

Answer. Yes, sir; always at my office.

Question. I understand you to say you do not know Mr. Sypher, during that period to your knowledge, having any relation professionally in relation to the Choctaw claim?

Answer. No, sir; but I heard sometime that he had been employed by some Choctaw officials as attorney to collect the money after the appropriation had been made.

Question. Did you hear of that after the payment had been made or prior to the payment?

Answer. I do not remember as to that.

Question. You never had any conference with him in relation to that matter of securing the payment of the appropriation?

Answer. I have no recollection of that. I have a very vague recollection of a conversation one day, but it did not amount to anything. I do not recollect now what was said.

Question. He was not with you, was he, when you called upon President Harrison?

Answer. No, sir; I was alone.

Question. Did he participate in any way in the preparation of the printed statement which is referred to and on file with the Department, or among members of Congress?

Answer. Not at all with what I prepared; oh no. I traced the maps, a great many of them. I traced them with my own hand, and then made all the examinations myself personally.

Question. About how many years did your professional connection with this case cover? A matter of four or five years, from first to last?

Answer. I can not remember the length of time. From the commencement to the time the money was paid.

Question. It was a matter of several years?

Answer. I think so. It is easily determined by referring to the commencement and ending of the proceedings.

Question. And that required a close application of study and labor on your part?

Answer. Yes, sir; I felt, being attorney for the Chickasaws, under obligation to give it as much attention as the Choctaw attorney, although their interest was much smaller, about one-third.

Question. And your employment commenced with the application made to Congress before the appropriation was made, in the first instance, and continued until the payment was made?

Answer. Yes, sir.

Question. I will not press you for an answer to the question I have to propound, but if you have no objection to stating it, I will ask you what your fee was in that case?

Answer. I have no objection, whatever— $1\frac{1}{2}$  per cent of the entire recovery of the Choctaws and Chickasaws.

Question. You have been employed professionally in quite a large number of Indian cases during the years, have you not?

Answer. Yes, sir.

Question. Both as to those before Congress and those that went through the courts?

Answer. Yes, sir.

No cross-examination.

The examination by counsel being concluded, the witness, in answer to the final interrogatory by the commissioner, says he has fully stated all that occurs to him at the present time material to the matter in controversy.

H. E. PINE.

Sworn to and subscribed before me this 14th day of December, 1904.

[SEAL.]

ROBT. L. MILLER, Commissioner.

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ROBT. L. MILLER, Commissioner.

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