

Coal And Asphalt

The sale of our townsites show that there is no method of sale more satisfactory than the public auction sale.

"Under the Atoka Agreement, the coal found under a citizen's or freedman's allotment is subject to lease by coal operators; under the Supplementary Agreement the coal found under a citizen's or freedman's allotment belongs to the citizen or freedman."

"If the American people can trust the President of the United States to administer their government, the Choctaw and Chickasaw people can certainly trust him to direct the sale of their coal and asphalt."



The Goal and Asphalt Question

**Vote for the Supplementary
Agreement on September
25, 1902, and get a perfect
title to your allotment.**

THE COAL AND ASPHALT QUESTION

Our council, in its wisdom, saw the necessity of providing for the disposition of our coal and asphalt by agreement at the same time that we provided for the division of our land and other property. Hence, that provision of the act of the Choctaw Council of October 14, 1901, and approved by the President of the United States on February 6, 1902, and section 2 of that act follows,

"Section 2. Be it further enacted, That the said Commission shall enter into negotiations with the Commission to the Five Civilized Tribes relative to a settlement and final disposition of the coal and asphaltum interests of the Choctaw people."

All Choctaw and Chickasaw citizens would prefer to have our coal and asphalt remain a common property, and thus perpetuate our school fund *beyond* the expiration of our tribal governments, but this cannot be done with protection to the interests of the Indians. When our tribal governments end on March 4, 1906, we will become members of the government that succeeds our present tribal governments. Our coal and asphalt will pass from our control, will be made a part of the common school fund created by the new government, and will be used for the education of white children as well as Indian children.

In view of these conditions, it was thought best to sell our coal and asphalt and divide the money, so that each Choctaw and Chickasaw would get his share, and our coal and asphalt can be sold to the best advantage while our governments exist.

Sections 56, 57, 58, 59, 60, 61, 62 and 63, of the Supplemen-

tary Agreement, provide for the sale of our coal and asphalt, and for the information of the Choctaw and Chickasaw people the said sections are quoted in full below:

Coal and Asphalt. 56. At the expiration of two years after the final ratification of this agreement all deposits of coal and asphalt which are in lands within the limits of any townsite established under the Atoka agreement, or the act of congress of May 31, 1900 or this agreement, and which are within the exterior limits of any lands reserved from allotment on account of their coal or asphalt deposits, as herein provided and which are not at the time of the final ratification of this agreement embraced in any then existing coal or asphalt lease shall be sold at public auction for cash under the direction of the president as hereinafter provided, and the proceeds thereof disposed of as herein provided respecting the proceeds of the sale of coal and asphalt lands.

57. All coal and asphalt deposits which are within the limits of any townsite so established, which are at the date of the final ratification of this agreement, covered by any existing lease, shall at the expiration of two years after the final ratification of this agreement be sold at public auction under the direction of the president as hereinafter provided, and the proceeds thereof disposed of as provided in the last preceding section. The coal or asphalt covered by each lease shall be separately sold. The purchaser shall take such coal or asphalt deposits subject to the existing lease, and shall by the purchase succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced royalties received by the tribe shall be retained by them.

58. Within six months after the final ratification of this agreement the secretary of the Interior shall ascertain, so far as may be practicable, what lands are principally valuable because of their deposits of coal or asphalt, including therein all lands which at the time of the final ratification of this agreement shall be covered by then existing coal or asphalt leases, and within that time he shall, by a written order, segregate and reserve from allotment all of said lands. Such segregation and reservation shall conform to the subdivisions of the government survey as nearly as may be, and the total segregation and reservation shall not exceed 500,000 acres. No lands so reserved shall be allotted to any member or freedman and the improvements of any

member or freedman existing upon any of the lands segregated and reserved at the time of their segregation and reservation shall be appraised under the direction of the Secretary of the Interior, and shall be paid for out of any common funds of the two tribes in the treasury of the United States, upon the order of the Secretary of the Interior. All coal and asphalt deposits, as well as other minerals which may be found in any lands not so segregated and reserved, shall be deemed a part of the land and shall pass to the allottee or other person who may lawfully acquire title to such land.

59. All lands segregated and reserved under the last preceding section, excepting those embraced within the limits of a townsite, established as hereinbefore provided, shall within three years from the final ratification of this agreement and before the dissolution of the tribal governments, be sold at public auction for cash under the direction of the president, by a commission composed of three persons, which shall be appointed by the president; one on the recommendation of the principal chief of the Choctaw nation, who shall be a Choctaw by blood and one on the recommendation of the governor of the Chickasaw nation, who shall be a Chickasaw by blood. Either of said commissioners may, at any time, be removed by the president for good cause shown. Each of said commissioners shall be paid at the rate of four thousand dollars per annum, the Choctaw commissioner to be paid by the Choctaw Nation; the Chickasaw commissioner to be paid by the Chickasaw Nation and the third commissioner to be paid by the United States. In the sale of coal and asphalt lands and coal and asphalt deposits hereunder, the commission shall have the right to reject any or all bids which it considers below the value of any such lands or deposits. The proceeds arising from the sale of coal and asphalt lands and coal and asphalt deposits shall be deposited in the treasury of the United States to the credit of said tribes and paid out per capita to the members of said tribes (freedmen excepted) with the other moneys belonging to said tribes in the manner provided by law. The lands embraced within any coal or asphalt lease shall be separately sold subject to such lease, and the purchaser shall succeed to all the rights of the two tribes of every kind and character under the lease, but all advanced royalties received by the tribes shall be retained by them. The lands so segregated and reserved and not included within any existing coal or asphalt lease shall be sold in tracts not exceeding in area a section under the government survey.

60. Upon the recommendation of the chief executive of each of the two tribes, and where in the judgment of the president it is advantageous to the tribes so to do, the sale of any coal or asphalt lands which are herein directed to be sold may be made at any time after the expiration of six months from the final ratification of this agreement, without awaiting the expiration of the period of two years as hereinbefore provided.

61. No lease of any coal or asphalt lands shall be made after the final ratification of this agreement, the provisions of the Atoka agreement to the contrary notwithstanding.

62. Where any lands so as aforesaid segregated and reserved on account of their coal or asphalt deposits are in this agreement specifically reserved from allotment for any other reason, the sale to be made hereunder shall be only of the coal and asphalt deposits contained therein, and in all other respects the other specified reservation of such lands herein provided for shall be fully respected.

63. The chief executives of the two tribes shall execute and deliver, with the approval of the Secretary of the Interior, to each purchaser of any coal or asphalt lands so sold, and to each purchaser of any coal or asphalt deposits so sold, an appropriate patent or instrument of conveyance conveying to the purchaser the property so sold.

Manner of Sale. Under the above sections, our coal and asphalt will be sold of as follows:

(a.) Within two years after the Supplementary Agreement is ratified, all coal and asphalt lying under towns, but not now covered by leases, will be sold at public auction to the highest bidder for cash. The coal alone, and not the land, under towns will be sold.

(b.) Within two years after the Supplementary Agreement is ratified, all coal and asphalt lying under towns, and covered by leases, will be sold, lease by lease, at public auction to the highest bidder for cash. The coal alone, and not the land, under towns, will be sold.

(c.) Within three years after the Supplementary Agreement is ratified, all coal now covered by leases; and lying outside of towns will be sold, lease by lease, at public auction, to

the highest bidder for cash. In this case both coal and land will be sold.

(d) Within six months after the Supplementary Agreement is ratified, all coal not now covered by leases and lying outside of towns must be reserved by the Secretary of the Interior and must, within three years after the final ratification of the Supplementary Agreement, be sold in 640-acre tracts, at public auction to the highest bidder for cash. In this case, both coal and land will be sold and each 640-acre tract will be separately sold.

Section 60, above quoted, provides that any coal or asphalt lands, reserved for sale, may be sold at any time after six months after the Supplementary Agreement is ratified, if the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation recommend such sale and the President of the United States approves it. The task of selling our coal and asphalt lands to the best advantage and so as to get the best price is a task that requires a great deal of painstaking work. If we should wait till the expiration of the second and third year limit, provided for in sections 56, 57, and 59, we would have only one year within which to sell the coal and asphalt under towns, and not over six months within which to sell the leased and unleased coal and asphalt outside of towns. The extent of the work suggests at once the importance of beginning it as soon as possible.

Coal and Asphalt Lands Reserved. Objection is made by many to that portion of section 58, above quoted, authorizing the Secretary of the Interior to reserve and sell not more than 500,000 acres of coal and asphalt lands. Particular attention is called to the fact that the section referred to does not say that the reservation shall be 500,000 acres,

but that it shall not *exceed* 500,000 acres. If the Secretary of the Interior should reserve only 130,000 acres, the law would be fully complied with.

This reservation must include both coal lands *already* leased and lands principally valuable on account of coal, but *not* leased. The lands already leased for coal mining purposes represent *nine-tenths* of the lands of the Choctaw Nation containing valuable coal.

The records of the office of the Coal Trustees of the Choctaw and Chickasaw Nations show that on September 1, 1902, the total number of acres of land leased for coal and asphalt was 105,540, as shown by the following table:

For coal.....	100,260 acres
For asphalt	5,280 acres
Total.....	105,540 acres.

The above 100,260 acres of land *now leased* for coal lie in the counties of Atoka, Tobucksy, Gaines, Sugar Loaf, Scullyville, and Sans Bois. The total number of acres of land, the number of leases, and the number of acres leased for coal in these counties are as follows:

(1) Atoka county contains 920,000 acres. There are 26 coal leases covering 23,840 acres. It is safe to say that not over 5,000 acres, not now leased, will be reserved. That makes the total number of acres to be reserved in that county about 28,000, or about 3 acres in every 100.

(2.) Tobucksy county contains 576,000 acres. There are 33 coal leases covering 30,380 acres. It is safe to say that not over 3,000 acres, not now leased, will be reserved. That makes the total number of acres to be reserved in that county about 33,000, or less than 6 acres in every 100.

(3.) Gaines County contains 352,000 acres. There are 27 coal leases covering 25,920 acres. It is safe to say that

not over 2,000 acres, not now leased, will be reserved. That makes the total number of acres to be reserved in that county about 28,000, or less than 8 acres in every 100.

(4.) Scullyville county contains 414,000 acres. There are 5 coal leases covering 4,800 acres. It is safe to say that not over 4,000 acres, not now leased, will be reserved. That makes the total number of acres to be reserved in that county about 9,000, or about 2½ acres in every 100.

(5.) Sugar Loaf County contains 461,000 acres. There are 7 coal leases covering 6,720 acres. It is safe to say that not over 6,000 acres, not now leased, will be reserved. That makes the total number of acres to be reserved in that county about 13,000, or less than 3 acres in every 100.

(6.) Sans Bois County contains 552,000 acres. There are 9 coal leases covering 8,600 acres. It is safe to say that not over 10,000 acres, not now leased, will be reserved. That makes the total number of acres to be reserved in that county about 19,000, or about 3 acres in every 100.

All lands covered by coal leases in the above counties lie around and under towns and close to and along the main lines and switches of the Missouri, Kansas and Texas, Choctaw, Oklahoma and Gulf, St. Louis and San Francisco, Kansas City Southern, and Fort Smith & Western railroads.

The statement is made by those opposing the Supplementary Agreement that wherever there is coal the land will be reserved. It is even claimed that land containing coal only one inch thick will be reserved. Such statements are untrue, and, in most cases, are made by parties who know them to be untrue.

Lands will not be reserved unless *principally valuable* for coal, and coal is not valuable unless it can be profitably mined

Coal cannot be profitably mined unless it is at least three feet thick, has a pitch less than 40 degrees, is hard enough to stand shipment long distances to market, and is good for fuel and steaming purposes. To have these qualities, the coal must be free of all impurities, such as dirt, slate, sulphur, iron, and other foreign substances.

And again lands will not be reserved for coal further than one mile from the crop of the coal. Coal operations have been carried on for 30 years in the Choctaw Nation by competent operators, and in no case have they gone down with slopes further than one half mile, at which distance, at an average pitch, the coal is at least 900 feet from the surface of the land, and the cost of mining coal by shaft at that depth would be so great that the coal could not be profitably mined.

As above stated, the coal of the Choctaw Nation has been mined for the last thirty years and during that time all the different coal fields have been located. Under the Atoka Agreement these coal fields have been thoroughly prospected and yet only 100,260 acres have been leased.

The lands reserved by the Secretary of the Interior under the Supplementary Agreement must be reserved within six months after the agreement is ratified. If practical coal operators, by practical prospecting and mining, could find only 100,260 acres of valuable coal during thirty years, it is safe to say that the reservation made by the Secretary of the Interior within the six months would be very small. It would be a very liberal estimate to say that he would not reserve over 30,000 acres more than are now covered by leases or 46 leases of 640 acres each. That would make the total number of acres to be reserved for coal under the Supplementary Agreement, 130,260.

Asphalt Reservation. After being thoroughly prospected, it has been found that the asphalt of the Choctaw and Chickasaw Nations has no market value. The total number of acres now leased for asphalt is only 5,280, and it is believed that no asphalt will be reserved under the Supplementary Agreement except that now covered by leases, and several of these leases have been lately abandoned.

Improvements Paid For If a Choctaw or Chickasaw citizen, or Choctaw or Chickasaw freedman has improvements on land reserved for coal or asphalt by the Secretary of the Interior under the Supplementary Agreement, the improvements will be appraised, and the citizen or freedman will be paid for his improvements out of the money of the Choctaw and Chickasaw Nations, and that same citizen or freedman will have the right and ample time to select his allotment elsewhere.

Perfect Title to Allotment Under the Atoka agreement, the coal or asphalt found under a citizen's or freedman's allotment is subject to lease by coal operators. The necessary mining operations would ruin the allottee's home and he could not select another allotment; but under the Supplementary Agreement, the coal, asphalt, and all other minerals found under a citizen's or freedman's allotment belong to the citizen or freedman. The last sentence of Section 58, of the Supplementary Agreement, makes this plain, and is quoted below.

"All coal and asphalt deposits, as well as other minerals which may be found in any lands not so segregated and reserved, shall be deemed a part of the land and shall pass to the allottee or other person who may lawfully acquire title to such lands."

Payment of Coal and Asphalt Money The money realized from the sale of our coal and asphalt will be paid direct to each Choctaw and Chickasaw citizen for themselves and their children by bonded officers of the United

States government. This coal and asphalt money and the money now held by the United States government for the Choctaw and Chickasaw people will all be paid at the same time by a bonded officer of the United States Government within one year after March 4, 1906, as set forth in the first and last paragraphs on page 20 of the Atoka Agreement. These paragraphs follows:

"That all per capita payments hereinafter made to the members of the Choctaw or Chickasaw Nations shall be paid directly to each individual member by a bonded officer of the United States, under the direction of the Secretary of the Interior, which officer shall be required to give strict account for such disbursements to said secretary."

"It is further agreed that all the funds invested, in lieu of investment, the treaty funds or otherwise, now held by the United States in trust for the Choctaw and Chickasaw tribes, shall be capitalized within one year after the tribal government shall cease, so far as the same may legally be done, and be appropriated and paid, by some officer of the United States appointed for the purpose, to the Choctaws and Chickasaws, (freemen excepted) per capita, to aid and assist them in improving their homes and lands."

Minimum Price It has been suggested that a minimum price should have been fixed on our coal in the Supplementary Agreement. This could not have been done without a thorough knowledge of all the conditions that determine the value of coal. The value of coal depends on its quality, quantity and nearness to railroads. The commission making the agreement did not have this information and could not therefore, have set a minimum price.

The matter was carefully considered and it was finally decided that the best plan would be to have our coal sold by three commissioners, whose duty it would be to gather all the information necessary to determine the real value of each acre of coal. The agreement gives the three commissioners the right to reject any or all bids, which is better than to have fixed a minimum price.

**Sale of Coal and
Asphalt at
Public Auction.**

The coal fields of the Choctaw Nation are well and favorably known throughout the United States and the sale of our coal and asphalt will be extensively advertised, as is now done when a townsite is sold. The records of the office of the Coal Trustees of the Choctaw and Chickasaw Nations show that there are many coal companies and coal operators throughout the United States who are familiar with our coal fields, and who would take advantage of the opportunity to purchase these coal lands under the terms of the Supplementary Agreement. It is a well known fact that the coal of the Choctaw Nation has a better reputation and sells for more money in the markets than the coal from the states of Missouri, Kansas, Alabama and Texas. The conclusion follows that when the time comes for selling our coal at public auction, there will be such a desire to buy it that there will be no possibility of collusion or fraud, and therefore good prices will be realized.

Our coal will be sold under the direct supervision of the President of the United States by a commission appointed by him and composed of three men.—one a Choctaw by blood, appointed on the recommendation of the Principal Chief of the Choctaw Nation; one a Chickasaw by blood, appointed on the recommendation of the Governor of the Chickasaw Nation; and a third appointed by the President direct. This commission will have the right to reject any or all bids on all coal or asphalt. The Choctaws and Chickasaws have a majority on that commission, and can, therefore, say what price any piece of coal or asphalt is worth.

In conclusion, we again call attention to the fact that our coal and asphalt will be sold under the direct supervision of the President of the United States. The President is a man

of sterling integrity and honesty, and has repeatedly shown his friendship for the Choctaws and Chickasaws.

If the American people can trust the President of the United States to administer their government, the Choctaw and Chickasaw people can certainly trust him to direct the sale of their coal and asphalt.

D. C. McCURTAIN, Chairman.
HAMPTON TUCKER,
L. C. LEFLORE.
HENRY ANSLEY.

Committee.

Supplementary Agreement
Executive Committee, Choctaw Nation.
South McAlester, Ind. Ter.,
Sept. 15, 1903.