

N^o

929

OFFICE OF

\$ 380⁰⁰

The City National Bank
No. 889
PARIS, TEXAS.

NATIONAL TREASURER.

CHOCTAW NATION

Sans Bois, I.T. Oct 6th 1893



Pay to the order of *W. W. Wilson Treasurer*
Three hundred & eighty ⁰⁰/₁₀₀ Dollars

To **MERCHANTS BANK,**
FORT SMITH, ARK.

Green McCurtain
National Treasurer

No 930

OFFICE OF

\$ 26487⁴⁰/₁₀₀

NATIONAL TREASURER.

CHOCTAW NATION



Sans Bois, IT. Oct. 6th 1893

Pay to the order of Merchants & Planers Nat. Bank
Twenty six thousand four hundred eighty seven¹⁰/₁₀₀ Dollars

To **MERCHANTS BANK,**
FORT SMITH, ARK.

Green M. Curtain
National Treasurer

Green McCurtain,

No. **2441**

\$ **103⁰⁰/₁₀₀**

San Bois, I. T., Oct 6th 1893

Pay to the order of

Maggie James
One hundred & three — Dollars

National Treasurer
Choctaw Nation.

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

No. 2435

\$ 206⁰⁰/₁₀₀

888 Green
No. 647
PARIS, TEXAS.

Green McCurtain,

Sans Bois, I. T., Oct 5th 1893

Pay to the order of

Edmund Gardner

Two hundred & six⁰⁰ Dollars

National Treasurer
Choctaw Nation.

L. S.
Fund

No. 2

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

Green McCurtain,

No. **2420**

\$ **180** ⁶⁵/₁₀₀

Sans Bois, D. T., Oct 3rd 1893

Pay to the order of

Martin & Bond

One hundred & eighty

⁶⁵/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

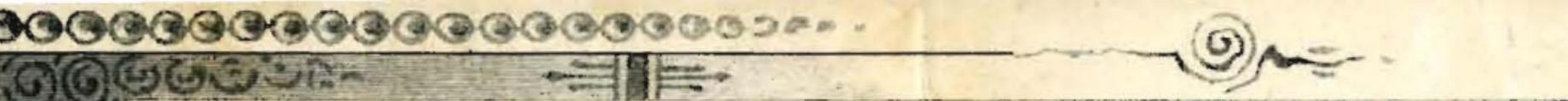
Green McCurtain

National Treasurer

National Treasurer
Choctaw Nation.

Y. D.
Fund
no. 2

Duplicate to #1255-
lost



Green McCurtain,

No. 1369

\$42.20

National Treasurer
Choctaw Nation.

Leased
District
fund

Pay to the order of

Sam Bow, D. S., Sept 12th 1893
Sampson Winships

Forty two

$\frac{20}{100}$ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. 2412

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

L. D.
fund
No 2

The City National Bank,
Paris, Texas.
No. 8920
Paid to the order of
Wesley

Sans Bois, I. T., Sept. 29 1893

PAID

One hundred

OCT 12 1893

Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

Green McCurtain,

No. 2440

\$ 45⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Spas. B. D. J., Oct 6th 1893

A. G. Y. 1893

**MERCHANTS BANK,
FORT SMITH; ARK.**

⁰⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

No. 2442

Merchants Bank

22858 Green McCurtain,

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sam B. S. S., Oct 6th 1893
George Rosenthal

L.D
fund
no 2

OCT 12 1893
One hundred & three ⁰⁰/₁₀₀ Dollars

MERCHANTS BANK,
FORT SMITH, ARK.

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

No. 18

Fort Smith, Ark. 7/7

1893

Merchants Bank

Pay to

John D. Wilson

or bearer

Sixty nine

OCT 13 1893
MERCHANTS BANK,
FORT SMITH, ARK.

⁰⁰/₁₀₀ DOLLARS

\$69 ⁰⁰/₁₀₀

Green W. Curtin
Treasurer Choctaw nation

CAPITAL AND SURPLUS
\$200,000.00.

Green McCurtain,

No. 2432

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

PAID

Ans Bois, J. J., Oct 5th 1893

Robert Turner

OCT 13 1893

One hundred and three

MERCHANTS BANK,
FORT SMITH, ARK.

⁰⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green, McCurtain

L. S.
fund
No. 2

Green McCurtain,

No. 2418

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

L.D.
fund
No. 2

Pay to the order of

PAID

Jan's Bois, I. I., October 2 1893

OCT 13 1893

Smith

One

**MERCHANTS BANK,
FORT SMITH, ARK.**

and three

Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

27881

Green McCurtain

National Treasurer

Green McCurtain,

No. 2417

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of *Sans Bois, S. T., Oct. 2 1893*

PAID
OCT 13 1893
Lewis

*L. S.
fund
No. 2*

One hundred and thirty

Farmers & Merchants Bank,
No. 27880
PARIS, TEXAS

Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. **2429**

\$ **24** ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, I. T. **PAID** 6th 1893

Allen Wright **OCT 14 1893**
Twenty four **MERCHANTS BANK** ⁰⁰/₁₀₀ Dollars
FORT SMITH, ARK.

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green: McCurtain

National Treasurer

Green McCurtain,

No. **2406**

\$ **206⁰⁰/₁₀₀**

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, D. T., Sept. 26 1893

PAID

OCT 14 1893

Two hundred and six **Dollars**

MERCHANTS BANK,

FORT SMITH, ARK.

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

*L. D.
fund
No. 7*

Green McCurtain,

No. **2377**

\$ **100**⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

San Bois, D. T., Sept. 12 1893

James J. McCoy

OCT 16 1893

MERCHANTS BANK,
FORT SMITH, ARK.

One hundred Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

*L. A. fund
No. 2*

Green McCurtain,

No. 2430

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, I. T., Oct 6th 1893
Green McCurtain

One hundred & three ⁰⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

L. D.
Friend
no 2

Green McCurtain,

No. **2438**

\$ **103⁰⁰/₁₀₀**

Pay to the order of *Sans Bois, D. T., Oct 6th 1893*

PAID
OCT 11 1893
MERCHANTS BANK,
FORT SMITH, ARK.

Gardner
One Hundred & Three — ⁰⁰/₁₀₀ Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer
Choctaw Nation.

*L. J. fund
No. 2*

National Treasurer

Green McCurtain,

No. **2419**

\$ **3 ²⁵/₁₀₀**

Sans Bois, I. T., Oct 8th 1898

Pay to the order of

Simon Johnson

Three

²⁵/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

National Treasurer
Choctaw Nation.

*L. D. Friend
no-2*

Sealed District Fund

Green McCurtain,

No. 1016

\$ 824 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, I. T., August 4th 1892

Katie McCurtain

Eight Hundred Seventy-four ⁰⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Sealed District fund

Green McCurtain,

No. 1015

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

San's Bos, J. T., August 4th 1893
C. E. Frazier

One Hundred, three and ⁰⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. **2398**

\$ **87.50**

National Treasurer
Choctaw Nation.

Pay to the order of **W 867**

FIRST NATIONAL BANK,
PARIS, TEXAS

Sans Bois, I. T., Sept. 19 1893

B. T. Winston

OCT 1 1893

MERCHANTS BANK,
FORT SMITH, ARK.

Eighty seven

50
100 Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

*L. D. fund
No 2*

Green McCurtain,

No. **2386**

\$ **65⁰⁰/₁₀₀**

Pay to the order of *Sans Bois, D. T., Sept 14th 1893*

S. P. King

Sixty five

100⁰⁰/₁₀₀ Dollars

OCT 19 1893

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer
Choctaw Nation.

*L. D.
fund
No. 2*

9194 Green McCurtain

PARIS, TEXAS.

No. 2428

\$ 103⁰⁰

National Treasurer
Choctaw Nation.

Pay to the order of

MERCHANTS BANK
San Francisco, Calif.
B. NOV 11 1893
FORT SMITH, ARK.

Oct 5 1893

L. D.
fund
No. 2

OCT 31 1893
Cash received
FORT SMITH, ARK.

⁰⁰ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. 2415

\$ 309 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

L. D.
fund
No. 2

Pay to the order of

MERCHANTS BANK
PAID
NOV 2 - 1893
FORT SMITH, ARK.

Sons Bow, J. J., Sept. 30 1893

Merchants & Bankers Bank
23443
No. 23443
PAID

Three hundred and no more Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. **2410**

\$ **206⁰⁰/₁₀₀**

National Treasurer
Choctaw Nation.

Pay to the order of

Merchants Bank, I. T., 9/29th 1893

E. Mrs. F. Sharkey

PAID
NOV 8 - 1893

Two hundred & six

Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

L. D.
no 2

Green McCurtain,

No. 2384

\$ 309.⁰⁰/₁₀₀

Sans Bois, I. T., Sept 13 - 1893

Wallace Jones

Three hundred nine - ⁰⁰/₁₀₀ Dollars

TO **MERCHANTS BANK,**
FORT SMITH, ARK.

PAID
MERCHANTS BANK
NOV 11 1893
FORT SMITH, - ARK.

MERCHANTS BANK,
23688
TEXAS

Green McCurtain

National Treasurer
Choctaw Nation.

Lead District fund
No 2

Pay to the order of

John Mc Cormick
Dr

In account with THE MERCHANTS BANK,
OF FORT SMITH, ARKANSAS,

Cr.

1893
Dr

1893

Oct 10

Sept 19

#2 AX
Z.D.F.

3519 10
2563 10
1453 52
9256

11

42200
180665

12

455
1033

13

1033
1033

14

1033
2006

16

1000
1033

17

1033
82440

18

1033
1033

Nov 3/10

1033
30091

8

30091
30696706

Nov 29

9256

VOUCHERS RETURNED

30696706

Green McCurtain,

No. **2434**

\$ **103** ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

1307

PARIS,

OCT 30 1895

San Bois, I. T., Oct 5th 1895

Merchants Bank
Wilson
& Three

⁰⁰ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

FORT SMITH, ARK.

Oct 18th 1893 No. 2

MERCHANTS BANK,

PAID

Pay George Riddle
Thirty

or bearer \$ 30⁰⁰/₁₀₀

OCT 25 1893

⁰⁰/₁₀₀ Dollars.

MERCHANTS BANK,
FORT SMITH, ARK.

Wm M. Curtiss

FORT SMITH, ARK.

Oct 18th 1893 No. 1

MERCHANTS BANK.

Pay John. H. Locher or bearer \$ 38 $\frac{75}{100}$
Thirty Eight $\frac{75}{100}$ Dollars.

Green M. Curtain

Green McCurtain,

No. 2395

\$ 16 ⁵⁰/₁₀₀

National Treasurer
Choctaw Nation

Pay to the order of

*Sans Bois, S. T.,
Ridgley* PAID - Sept-18-1893
SEP 22 1893

Sixteen

MERCHANTS BANK,
FORT SMITH, ARK.

⁵⁰/₁₀₀ Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

individual



Green McCurtain,

No. **2385**

\$ **15** ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans B. A. D. Sept 13th 1893

Andie Jones

PAID

SEP 20 1893

Fifteen

MERCHANTS BANK, ⁰⁰/₁₀₀ Dollars
FORT SMITH, ARK.

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

No. 2396

\$ 20 ⁰⁰/₁₀₀

Green McCurtain,

PAID

Egns Bois, J. T.,

9/18 1893

SP 221893
Lawson

MERCHANTS BANK,
FORT SMITH, ARK.

⁰⁰/₁₀₀ Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer
Choctaw Nation.

Pay to the order of

Individual

Fort Smith, Ark. _____ 189 _____ No. _____

MERCHANTS BANK,

Pay to _____

Fish & Co's acct

PAID:

or bearer

\$ ~~2151~~⁹⁰

OCT - 31 1893

DOLLARS,

MERCHANTS BANK,
FORT SMITH, ARK.

Wm McCurtain

FORT SMITH, ARK. *Nov. 22nd 1893* No. 15

MERCHANTS BANK

PAID

NOV 28 1893

FORT SMITH, - ARK.

Pay *W. J. Murphy*
Twenty three

or bearer \$ *23⁰⁰/₁₀₀*

Dollars.

Green McCurtain

FORT SMITH, ARK. *Nov 22nd 1893* No. 14

MERCHANTS BANK,

Pay *Boston Store*
Thirty Eight

MERCHANTS BANK
PAID
NOV 28 1893
FORT SMITH ARK.

or bearer \$ *38* $\frac{22}{100}$
~~100~~ Dollars.

Green McCurtain

Fort Smith, Ark.

Nov 13th 1893

No

First National Bank

OF FORT SMITH, ARKANSAS.

Pay to

O. D. Wildon

NOV 16 1893
FORT SMITH, ARK.

or bearer \$

150⁰⁰

One hundred & fifty — — — Dollars

Green McCurtain

FORT SMITH, ARK. Nov 4th 1893 No. 11

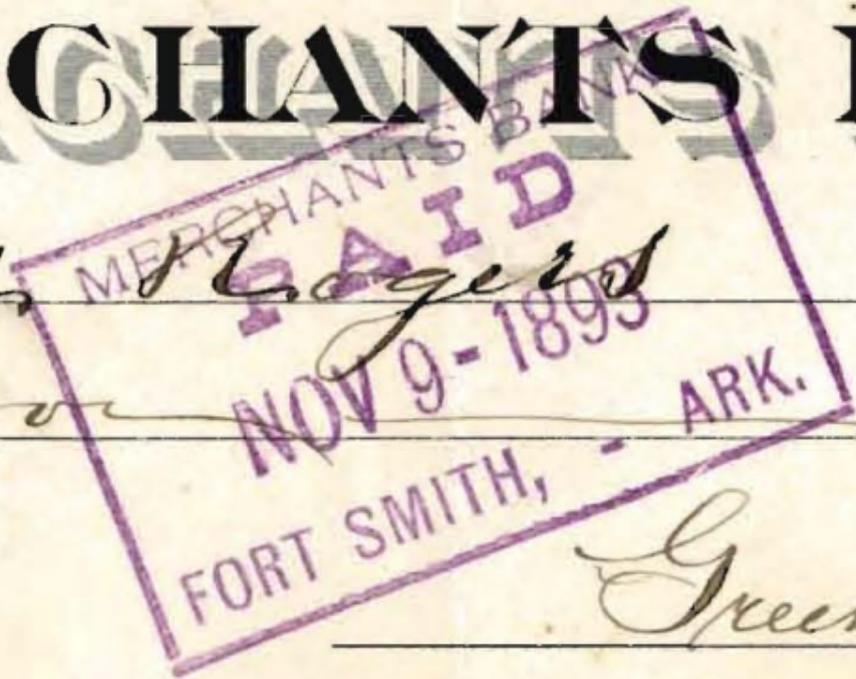
MERCHANTS BANK

Pay Anderson & Rogers

Thirty five

or bearer \$35⁰⁰/₁₀₀

⁰⁰/₁₀₀ Dollars.



Green, McCurtain

FORT SMITH, ARK.

Nov 4th 1893 No. 10

MERCHANTS BANK

MERCHANTS BANK
PAID
 NOV 7 - 1893
 FORT SMITH, - ARK.

Pay *J. M. Beals*
Fifty

or bearer \$ *50*⁰⁰/₁₀₀
 100/100 Dollars.

Green McCurtain

FORT SMITH, ARK. Nov 4th 1893 No. 9

MERCHANTS BANK

Pay J. M. Beals
One hundred

MERCHANTS BANK
PAID
NOV 9 - 1893
FORT SMITH, ARK.

or bearer \$ 100 ⁰⁰/₁₀₀
⁰⁰/₁₀₀ Dollars.

Green M. Curtin

FORT SMITH, ARK.

Nov. 4th 1893 No. 8

MERCHANTS BANK

PAID

NOV 7 - 1893

FORT SMITH, - ARK.

Pay J. M. Beals

One hundred

or bearer \$100 ⁰⁰/₁₀₀

⁰⁰/₁₀₀ Dollars.

Green, W. J. Curtain

FORT SMITH, ARK. *Nov. 4th 1893* No. 7

MERCHANTS BANK,

MERCHANTS BANK

PAID

NOV 9 - 1893

FORT SMITH, - ARK.

Pay *Speck Hardware*
Twenty three

or bearer \$ *63*^{*41*}/_{*100*}

^{*41*}/_{*100*} Dollars.

James W. Curtain

FORT SMITH, ARK. Nov. 4th 1893 No. 6

MERCHANTS BANK

MERCHANTS BANK

PAID

NOV 7 - 1893

FORT SMITH, - ARK.

Pay *Russ Vance* or bearer \$330 ⁶¹/₁₀₀

Three hundred & thirty ⁶¹/₁₀₀ Dollars.

Green M. Curtain

FORT SMITH, ARK. Nov. 4th 1893 No. 5

MERCHANTS BANK

Pay H. J. Murphy
Thirty

or bearer \$ 30⁰⁰/₁₀₀
⁰⁰/₁₀₀ Dollars.

MERCHANTS BANK
PAID
NOV 8 - 1893
FORT SMITH, - ARK.

Green M. Curtin

FORT SMITH, ARK. Nov. 4th 1893 No. 4

MERCHANTS BANK,

Pay George Sengle

One hundred & ninety seven

or bearer \$197 ⁹⁰/₁₀₀

⁹⁰/₁₀₀ Dollars.

Green McCurtain

FORT SMITH, ARK. *Nov. 4th 1893* No. *7*

MERCHANTS BANK,

MERCHANTS BANK

PAID

NOV 6 - 1893

FORT SMITH, - ARK.

Pay *Sum*

Cash

or bearer *\$500⁰⁰/₁₀₀*

Five hundred

00 Dollars.

Green McBurnain

No. 1012

Green McCurtain,

\$ 103 ⁰⁰/₁₀₀

Sealed District fund

National Treasurer
Choctaw Nation.

Pay to the order of

PAID
Sans Bois, S. T., August 4th 1893

Lizzie Spring

SEP 27 1893

MERCHANTS BANK,
FORT SMITH, ARK.

One hundred and ⁰⁰/₁₀₀ Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

Green McCurtain,

No. 1150

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Leased
District
fund

Pay to the order of

Sans **PAID** *August 9th 1893*

Selina Williams

SEP 20 1893

One Hundred

**MERCHANTS BANK,
FORT SMITH, ARK.**

100 **Dollars**

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. **2375**

\$ **15⁰⁰/₁₀₀**

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, D. T., Sept. 8 1893

Fifteen
Wm L. Ingram

Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

RECEIVED
SEP 20 1893
MERCHANTS BANK
FORT SMITH, ARK.

*L. D. Fund
No. 2.*

Green McCurtain,

No. 2381

\$ 103 ¹⁰/₁₀₀

National Treasurer
Choctaw Nation.

Lead District fund

Pay to the order of

Sans Bois, D. T., Sept - 13 - 1893

B. J. D. M. C. Clure

One hundred Three ⁰⁰/₁₀₀ Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

Green McCurtain,

No. 2382

\$ 103.⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Seas
District
fund

Pay to the order of

Sans Bois, I. T., Sept - 13 - 1893

Edwin Jefferson

One hundred three ⁰⁰/₁₀₀ Dollars

PAID

SEP 11 1893

TO MERCHANTS BANK,
MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

Green McCurtain,

No. **2387**

\$ **103 ⁰⁰/₁₀₀**

National Treasurer
Choctaw Nation.

*L. D.
fund
No. 2*

Pay to the order of

PAID

Sans Bois, D. T., Sept. 14 1893

SEP 27 1893

Rachael Wolf

**MERCHANTS BANK,
FORT SMITH, ARK.**

One hundred and three

Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. **2388**

\$ **103⁰⁰**

National Treasurer
Choctaw Nation.

*L. D.
fund
No. 2*

Pay to the order of

PAID

SEP 27 1893

Sans Bois, D. T., Sept. 14 1893

P. H. Frazier

**MERCHANTS BANK
FORT SMITH, ARK.**

One hundred and three

Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. **2389**

\$ **103 ⁰⁰/₁₀₀**

National Treasurer
Choctaw Nation.

L. D.
Fund
No 2

Pay to the order of

Sans Pay, A. D. W. **PAID** Sept. 14 1893

Nancy

SEP 20 1893

One hundred

**MERCHANTS BANK,
FORT SMITH; ARK.**

Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. 2390

\$ 103 ⁰⁰/₁₀₀

22636

San Luis, I. T., Sept 15 1893

PAID

OCT - 21 1893

MERCHANTS BANK,
FORT SMITH, ARK.

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Pay to the order of

Walter Kemp and three Dollars

Green McCurtain

National Treasurer
Choctaw Nation.

L. D.
fund
No. 2

Green McCurtain,

No. 2391

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, Ind. Sept. 15 1893

Martin

PAID

SEP 20 1893

One hundred and three

Dollars

MERCHANTS BANK,
FORT SMITH, ARK.

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

L. D. fund
No. 2

Green McCurtain,

No. 2392

\$ 62 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois I.D. - Sept. 15 1893

Martin and Board
PAID
SEP 20 1893

Sixty two

Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

L. D.
Fund
No. 2

Green McCurtain,

No. 2394

\$ 298 ⁰⁰/₁₀₀

Sans Bois, D. T., Sept - 16th 1893

Pay to the order of

~~PAID~~ W. Frazier

Two hundred and ⁰⁰/₁₀₀ Eighty Eight ⁰⁰/₁₀₀ Dollars

MERCHANTS BANK,
FORT SMITH, ARK.
TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

National Treasurer
Choctaw Nation.

Lease
District
fund
No 2



Green McCurtain,

No. 2397

\$ 136 ⁵⁴/₁₀₀

National Treasurer
Choctaw Nation.

L. D. fund
No. 2

Pay to the order of

PAID

SEP 22 1893

MERCHANTS BANK
FORT SMITH, ARK.

Sans Btis, D. J.,
Fay.

Sept. 18 1893

One hundred and ⁵⁴/₁₀₀ sixty six — ⁵⁴/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. 2399

\$ 32 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

L & S
fund
No. 2

Pay to the order of

Sans Bois, S. T., Sept. 20 1893

James Culbertson
Thirty two

PAID: SEP 21 1893

MERCHANTS BANK, Dollars
FORT SMITH, ARK.

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

Duplicate # 1093
lost

Green McCurtain,

No. 1388.

\$ 368 ⁸⁰/₁₀₀

National Treasurer
Choctaw Nation.

Lessee
District
fund

Pay to the order of

Sans Bois, I. T. Sept. 12th 1893
Lewis Garvin

Three hundred & sixty eight ⁸⁰/₁₀₀ Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

RECEIVED
MERCHANTS BANK
FORT SMITH, ARK.
OCT-9-1893

Green McCurtain,

No. **2400**

\$ 21 ⁹⁵/₁₀₀

National Treasurer
Choctaw Nation.

*L. S.
fund.*

Pay to the order of

Sans Bois, D. T., Sept. 20 1893

James Culberson

SEP 21 1893

Twenty one

**MERCANTILE BANK,
FORT SMITH, ARK.**

TO **MERCHANTS BANK,**
FORT SMITH, ARK.

Green McCurtain

National Treasurer



No. 2401

Green McCurtain,

\$ 206 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans. Pop. I. I., 9/20 1893

SEP 28 1893
Cole & Kemp

Two hundred ⁰⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

L. D.
fund
No 2

Green McCurtain,

No. 2402

\$ 256 ¹⁰/₁₀₀

National Treasurer
Choctaw Nation.

L. D.
fund
No. 2.

Pay to the order of

Sans Bois, I. D. Sept. 20 1893
Cole

SEP 25 1893
MERCHANTS BANK
FORT SMITH, ARK.

Two hundred and fifty six ¹⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. 2403

\$ 103⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

L. D.

no 2

Pay to the order of

Sans Bois, D. T., 9/ 20 1893

Thos. Starloby

One hundred & three

⁰⁰/₁₀₀ Dollars

MERCHANTS BANK
FORT SMITH, ARK.

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

Green McCurtain,

No. **2404**

\$ **103⁰⁰/₁₀₀**

National Treasurer
Choctaw Nation.

*L. d.
fund
No 2*

Pay to the order of

PAID

Sans Bois, D. T., Sept 23 1893

OCT - 6 1893

Betsy Pitchlyon

**MERCHANTS BANK,
FORT SMITH, ARK.**

One hundred and three — Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. **2405**

\$ **927 ⁰⁰/₁₀₀**

Sans Bois, D. T., 9/26 1898

Pay to the order of

Warrick

Nine hundred & twenty seven ⁰⁰/₁₀₀ Dollars

FORT SMITH, ARK.

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

National Treasurer
Choctaw Nation.

*L D
no 2*

Green McCurtain,

No. 2407

\$103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, S. F., 9/26 1893

Francis Shoate

MERCHANTS BANK,
FORT SMITH, ARK.

One hundred & three ⁰⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

L. D.
fund
No. 2

Green McCurtain,

No. 2408

\$ 103⁰⁰

National Treasurer
Choctaw Nation.

L. S.
fund
No. 7.

Pay to the order of

San Bois, D. T., Sept 26 1893

Morris Sam

One hundred and three Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain.

National Treasurer

Green McCurtain,

No. 2409

\$ 103⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, I. T., 9/27th 1893

Alex. McCurtain

One hundred and three - ⁰⁰/₁₀₀ Dollars

MERCHANTS BANK,

TO MERCHANTS BANK, FORT SMITH, ARK.

FORT SMITH, ARK.

Green McCurtain

National Treasurer

S. D.
No. 2

Green McCurtain,

No. 2411

\$ 77⁰⁰/₁₀₀

Sans Bois, D. T., Sept. 29 1893

Pay to the order of

PAID

Joseph Covridge

OCT - 31 1893

Seventy seven

Dollars

MERCHANTS BANK,

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

National Treasurer
Choctaw Nation.

L. D.
fund
No. 2

Green McCurtain,

No. **2413**

\$ **24 ⁷⁰/₁₀₀**

FIRST NATIONAL BANK

Pay to the order of *55 Paris Bois, D. T., Sept. 30 1893*
R. Durant.

PARIS, TEXAS

OCT 10 1893

MERCHANTS BANK,
FORT SMITH, ARK.

Twenty four

70/100 **Dollars**

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

National Treasurer
Choctaw Nation.

*L. S. fund
No 2*

8717
RIS, TEXAS.

Green McCurtain,

No. **2414**

\$ **132** ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

L. S.
fund
No. 2.

Pay to the order of

Sans Bois, I. T., Sept. 30 1893

A. B. Durant.

One hundred thirty two **Dollars**

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

Green McCurtain,

No. 2416

\$ 232 ¹⁵/₁₀₀

National Treasurer
Choctaw Nation.

L. D.
Fund
No. 2

Pay to the order of

PAID
Sans Bow, J. T., Sept. 30 1893

Wm Martin

OCT - 4 1893

Two hundred and thirty two

MERCHANTS BANK,
FORT SMITH, ARK.

¹⁵/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

Green McCurtain

National Treasurer

Green McCurtain,

No. 2425

\$ 103 ⁰⁰/₁₀₀

National Treasurer
Choctaw Nation.

PAID
Pay to the order of Sans Bois, I. T., Oct 5th 1893

OCT 9 1893

MERCHANTS BANK,
FORT SMITH, ARK.

22780

Jamesrazier
One hundred & three ⁰⁰/₁₀₀ Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

No. 2431

\$ 103 ⁰⁰/₁₀₀

26
TEXAS.

Green McCurtain,

Sans Bois, I. T., Oct 5th 1893

Pay to the order of

Eliza Barker
One hundred, & three

OCT - 9 1893

⁰⁰/₁₀₀ Dollars

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer
Choctaw Nation.

L. D.
fund
No. 2

No. 2433

Green McCurtain,

\$ 103 ⁰⁰/₁₀₀

22779
Sans Bois, D. T., Oct 5th 1893

Pay to the order of

Sula Parshall

One hundred & three ⁰⁰/₁₀₀ Dollars

TO MERCHANTS BANK,
FORT SMITH, ARK.

Green McCurtain

National Treasurer

National Treasurer
Choctaw Nation.

L. D.
fund
No. 2

Green McCurtain,

No. 4003

\$ 110 ⁵⁰/₁₀₀

National Treasurer
Choctaw Nation.

Pay to the order of

Sans Bois, I. T., Sept. 5 1893

Jim Colbert

One hundred and ten

PAID

⁵⁰/₁₀₀ Dollars

SEP 22 1893

**TO MERCHANTS BANK,
FORT SMITH, ARK.**

MERCHANTS BANK
FORT SMITH, ARK.

Green McCurtain
National Treasurer

L. D.
Fund
No. 2

Fort Smith, Ark.

OCT 10 1893

189

No.

MERCHANTS BANK,

Pay to

Wm. G. Gentry

or bearer

\$ *1453*

62

MERCHANTS BANK,
FORT SMITH, ARK.

DOLLARS,

chq. Lewis & Hart Fund

Fort Smith, Ark.

OCT 10 1893

189

No.

MERCHANTS BANK,

Pay to

A. J. New Mountain

or bearer

\$ *256.31*

52

DOLLARS,

Chy

New Mountain

#2

MERCHANTS BANK,
FORT SMITH, ARK.

Tushkahoma It.

Oct. 7, 1893

Received of Green M. Curtain,
treasurer, the sum of ($44263\frac{79}{100}$)
Forty four thousand two hundred and
sixty three dollars, seventy nine $\frac{1}{2}$ cents,
balance of general fund, as per
report October 1893. as follows

Warrants & school certificates	330800
check on Merchants Bank	38000
" " City Nat. Bank	40575 $\frac{79}{100}$
	<u>44263$\frac{79}{100}$</u>

W. W. Wilson

Ball, Treasurer



W. J. ECHOLS, Prest.

C. S. SMART, Cashr.

MERCHANTS BANK

CAPITAL \$100,000
SURPLUS \$200,000
UNDIVIDED PROFITS \$31,000.

FORT SMITH, ARK.

DEC 7 1893

189

TREY STATION, ST. LOUIS

Green Mountain of
Yours Dear Sir

Dear Sir I enclosed find as
requested statements of
Natt Treas. Act
L. D. F. "

#2
and Individual Act
When you wrote us to pay the
\$26487.00 M you sent to Sherman
we chq bal in #2 & L. D. F.
act off & credited the bal of each
act to the Natt Treas. act.
Since then all M for the
Treas business we have chq to
that act.

Yours truly
C. S. Smart



IN THE
United States Circuit Court of Appeals,
EIGHTH CIRCUIT.

GEORGE S. THEBO, Appellant

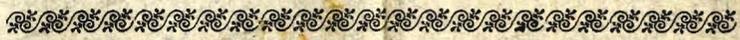
vs.

THE CHOCTAW NATION ET AL, Appellee.

BRIEF FOR APPELLEE.

RANDELL & S. W. PEEL,

ATTORNEYS FOR APPELLEE.



IN THE
United States Court of Appeals,
For the Eighth District.

GEORGE S. THEBO, Plaintiff in Error

vs.

CHOCTAW NATION et al Defendants in Error.

Brief of Appellee.

As stated in appellant's brief, this suit was brought by George S. Thebo, of the State of Texas, against the Choctaw Nation of Indians in the District Court of the United States for the Indian Territory.

At the trial judgment was rendered by said Court for defendants on demurrer, the demurrer as stated in appellant's brief raised two points.

First.—That the contract sued on was in violation of section 2103, R. S. U. S., and void.

Second.—That the Court had no jurisdiction to hear and determine the matters in controversy between plaintiff and defendants.

The Court sustained both paragraphs of defendants demurrer. Appellants seem to concede that the demurrer would have been well taken but for the act of Congress, approved March 1st, 1889.—Supplement R. S. 2d edition, p. 671. The act approved May 2d, 1890, (see supplement R. S. p. 732, and the act approved March 3d, 1891, 26 statute at large p. 1025.)

As to the first paragraph of the demurrer, appellant contends that the acts of Congress above referred to, repeals or so modifies section 2103 R. S. that the con-

tract sued on does not fall within its provisions, and as to the second paragraph of the demurrer that the statutes or acts of Congress referred to confers jurisdiction upon the Court below to hear and determine an action between a citizen of the United States and the Choctaw Nation, therefore the only question for this Court to determine is: Does the contract sued on come within the provisions of section 2103 R. S., and valid? Second.—Do the acts approved March 1st, 1889, and May 2d, 1890, above referred to, confer jurisdiction upon the Court to hear and determine controversies arising upon contracts between a citizen of the United States on one side and the Choctaw Nation of Indians upon the other? In other words, is the Choctaw Nation of Indians sueable in an action at law? First question for consideration: Is the contract sued on valid? Section 2103 R. S. provides: “No agreement shall be made by any person, with any tribe of Indians or individual Indians, not citizens of the United States, for the payment or delivery of any money or other thing of value in present or in prospective, or for the granting or procuring any privilege to him or any other person, in consideration of services for said Indians, relative to their lands or any claims growing out of, or in reference to, annuities, instalments, or other moneys, claims, demands, or thing under laws or treaties with the United States, or official acts of any officers thereof, or in any way connected with or due from the United States, unless such contract or agreement be executed and approved as follows: First.—Such agreement shall be in writing and a duplicate of it delivered to each party. Second.—It shall be executed before a judge of a court of record and bear the approval of the Secretary of the Interior and the Commissioner of Indian Affairs indorsed upon it, etc. For a better understanding of the object and reason of the statute above quoted, we think it well to first consider the relation the Government bears toward our Indian tribes, not citizens of the United States. The Supreme Court of the United States have on more occasions than one, declared the Indian (not a citizen of the United States) to be the ward of the Nation and have fixed the

relations as guardian and ward. (See *Cherokee Nation vs. Ga.* p. 1, and cases cited.)

This judicial conclusion I presume will not be controverted. As such guardian, the Government holds their money in trust and pays them out from time to time as the wards needs require. When they have a surplus of lands, they can only relinquish to the United States—usually in trust—to be sold for their benefit, in short the Government has always exercised a superintending control and guardian care over their person and property. The statute above quoted was passed in 1871, and prior to that act, individual citizens could not legally contract with them in any way or for any purpose; all contracts made by them was made with the Government as a sovereign power; all their business relations were with the Government and Government officials; licensed traders were allowed to deal in a small way with the individual Indian, but no law to enforce the contract. At the time section 2103 was enacted, there were many disputed questions open and unsettled between the Indians and the Government; the Indians were clamoring for settlements; it became apparent that common justice allowed them to be represented by agents and attorneys, the Indian being illiterate and unlettered, could not cope with the officers of the United States, and in order that they might be placed on an equal footing, or as near as may be, the Government through the law-making power, enacted section 2103 and in order that they, the wards of the Nation, should not be over-reached in contracts to represent them before the Government and Government officials, placed the restrictions required by said statutes around them in other words, the guardian the (Government) says: In all business with me, the guardian, you (the citizen of the United States) may contract with my ward, provided you do so in the way pointed out in that statute, then you must bring the contract to me (the guardian) for my inspection and approval, and if approved, we, the guardian, will pay for the services when rendered according to the amount of good derived.

It is clearly a statute of protection to the wards (the Indians) and intended to defeat such contracts as the one sued on, otherwise the shrewd and unscrupulous schemer

would soon bankrupt every Indian and Indian tribe in the land, and thereby make them Government paupers instead of Government wards.

It must be borne in mind that section 2103 only applies to contracts for services rendered the Indian in business transactions with the Government, the United States must be a party, in other words, for services rendered the ward in transactions with the guardian. This is evidently its scope and purpose, and in such cases, the guardian retains the power to approve or reject, and if approved, to continue in control, by paying the contract in full, or in part only, as the services performed under it seem to merit.

The statutes relied on by appellant, was enacted for a very different purpose and was prompted by a very different reason, and we contend does not in any way conflict or impair the former statute. The condition of the country, the right intended to be protected, and the wrong intended to be corrected or suppressed, are all proper facts to consider in reaching a correct conclusion, in construing statutes; the object and intent of the law maker should be carried out.

For many years prior to the act approved March 1st, 1889, was passed, extensive commercial transactions were going on between the citizens of the different States and the Indians, especially so with the Indians composing what is known as the five civilized tribes, wholesale merchants in St. Louis and elsewhere sold goods to the Indian retail merchant and to persons residing and doing business in the Indian Territory, in fact, all trade was as fully carried on in that country between individual and individual, as anywhere in the States, and no law in existence to enforce such contracts, when made between a citizen of a State or Territory of the United States, and an Indian or other person residing in or doing business in the Indian Territory; the creditor in all such cases was at the mercy of the debtor, he paid if he choose. This growing evil and moral wrong, led to the enactment of the statute approved March 1st, 1889, creating a United States Court for the five civilized tribes, with jurisdiction over such contracts, the words in the act "jurisdiction of all civil cases" etc., when construed in view of the Court and the reason that led to its creation, could only mean all civil cases or actions between individ-

uals, where one of the parties was a citizen of a State or Territory of the United States and the other an Indian or person residing or found in the Indian country the local laws of the different tribal Governments, gives to their local Indian courts, jurisdiction in all contracts where the sole parties are Indian citizens, therefore, the two jurisdictions give a complete remedy to all persons to enforce their individual or commercial contracts. To say that this statute repealed or modified section 2103 so as to confer jurisdiction upon the United States District Court, to enforce contracts between a citizen of the United States and one of the tribes, relating to services rendered or to be rendered them in transacting business between them as a tribe and the United States, would not only destroy the relation of guardian and ward, but would open the door to all the mischief, wrong and robbery, intended to be prevented by the former statute.

Statutes should be so construed as to give effect to all and to allow all to stand, if the language and intent will allow it. (See section 182, Endlich on interpretation of statutes.)

Appellants contend that the contract sued on does not come within the provisions of section 2103 R. S., that as to contracts made and executed in the Indian Territory section 2103, has been repealed by act of May 2d, 1890. The act approved May 2d, 1890, is but a re-actment as to jurisdiction in civil cases of the act approved March 1st, 1889, with one exception, the act approved March 1st, 1889, jurisdiction in civil cases was limited to actions where the amount in dispute was one hundred dollars or more; the act of May 2d, 1890, confers jurisdiction in all civil matters regardless of the amount involved. We insist, under the well known rule of construction, they only include civil actions, growing out of individual transactions, in which the Government as the guardian of the Indian, has no concern.

The contention of appellant is that section 2103 R. S., as applied to the case at bar, is repealed by implication by act approved May 2d, 1890. The repeal of statutes by implication is not favored, such an interpretation,

not to be adopted, unless it be inevitable. (See section 210. Endlich on interpretation of statutes, also Abbott's National Digest, vol. 4, p. 337, end of section 33 and cases cited.)

Again, appellant contends that section 2103 R. S., as applied to this case is repealed or modified by the act approved March 3d, 1891, 26 Statutes at Large, p. 1025. This act appropriated the money, the recovery of which appellant claims to have been employed, this employment forms the basis of his action. Upon inspection of that statute, it will be seen that Congress authorized this particular money to be paid to such person or persons as shall be authorized by the laws of the Choctaw Nation, to receive the same. We confess that this provision postponed the effect of section 2103, so as to authorize the Treasury Department to pay it out, and to authorize the person or persons named in the Choctaw law to receive it.

The Choctaw law named certain of its own citizens to receive this money, but appellant is not one of them. The act of the Choctaw legislature only authorized the persons therein named to receive the money and to employ or procure such assistance and to take the necessary steps to procure the money. Under this legislative authority, appellant claims to have been employed, if so, that employment necessarily created the relation of attorney and client and should have been executed as required by section 2103 R. S., because the services he undertook to render was to assist the Choctaw Nation or its agents to collect money due them from the United States; hence strictly within the very letter as well as the spirit of section 2103 R. S. Had it been so executed, the Government would have paid him the value of his services, according to the amount of labor performed; in other words, the United States would have been his paymaster and not the Choctaw Nation of Indians. If appellant had been one of the parties named in the act of the Choctaw Council, and by its terms authorized to receive the same, his function would have been that of agent or trustee, but the act did not so authorize, neither did the act authorize those named to receive the money, to redelegate their author-

ity. Appellant cites the case of the United States vs. Crawford et al, 47 Federal Reporter, p. Upon examination of that case, the court will find the facts very different to the one at bar. In the Crawford case, Crawford had in the first place made a contract with the Creek Nation under section 2103 R. S., and the same had been duly approved, but at the instance of Secretary Vilas, the contract was surrendered by Crawford, with the understanding that the matter of compensation for his services should be left to the National Council of the Creek Nation. (See Secretary's letter to S. W. Peel, then chairman of the Committee on Indian Affairs.) After the money had been paid over to the persons authorized to receive the appropriation, by act of the Creek Council, the parties were authorized to pay Crawford his fee, which they did, and the action before the court was to recover back the money paid to Crawford.

The learned judge came to the conclusion, that inasmuch as Congress had the agreement or understanding between Crawford and the Secretary of the Interior, in regard to Crawford's compensation before them at the time the act approved March 1st, 1889, was passed, that it was intended to substitute the act then passed, for section 2103 in that particular case.

In the case at bar, appellant's contract had never been approved. He had no contract of any kind, neither had he rendered any services to the Choctaw Nation, when the act approved March 3d, 1891, appropriating the money was made, so in the case at bar, there was nothing before Congress from which such an inference could be drawn.

In the case at bar, the Choctaw Nation has never authorized payment to be made appellant, but refused to do so, and his action is to enforce a contract repudiated by them.

Had some liberal-minded Choctaw paid Mr. Thebo for his supposed services, out of the money received after the Government lost control or connection with it, with the authority of the Choctaw Nation, so the transaction would have been entirely personal, his case would be very different. When all the statutes are taken together and their object and purpose understood, we insist, that under the rule of construction, there is no such conflict as to repeal or

modify section 2103, R. S. when applied to the case at bar, and that the first paragraph of appellee's demurrer was properly sustained by the court below.

The second paragraph of defendant's demurrer calls in question the jurisdiction of the Court. The action, as will be seen from the transcript, is based upon a contract in the nature of a power of attorney, executed by the plaintiff in error and the Choctaw Nation of Indians. The question presented by this paragraph is : Did the Court below have jurisdiction to hear and determine the controversy between the parties upon the contract sued on. The contention. of appellant is that the act of Congress approved May 2d, 1890, R. S., p. 731, conferred jurisdiction upon the District Court for the Indian Territory, to hear and try actions growing out of a contract, wherein a citizen of the United States is one party and the Choctaw Nation of Indians the other. From the very nature of this contention, it is conceded that, but for the act referred to and those kindred to it, such jurisdiction does not exist, but should we be incorrect in this, a very little investigation will show that prior to those statutes they could neither sue or be sued in our courts without the special consent of the United States, in the nature of a public law of Congress. The status of the five civilized tribes is hard to define, especially when seeking to find out the relation they bear to the United States and the citizens thereof. Prior to our own civilization in this country, they, the Indians, were treated with as Nations, as separate communities of people, recognized as capable of maintaining peace and war.

This relation continued after the establishment of the American Colonies, we find the same recognition even in stronger terms in our own Constitution, which provides that Congress may "regulate commerce with foreign nations and among the several States, and with the Indian Tribes," showing in our very organic law, that they in their tribal capacity, are neither a foreign nation, nor are they one of the States composing the Union of States, but separate people, wholly disconnected with either, occupying reservations within the

geographical boundaries of the United States, necessarily deprives them of that degree of sovereignty required to make them equals of the United States, or even the States composing it, therefore in all their treaties with the United States they acknowledge their dependence and obedience to our sovereign will, yet the right is reserved by them and conceded by the United States in the treaties especially with the five civilized tribes (one of which is the Choctaw's) to maintain their separate local Government, which Government embraces all the attributes of sovereignty, except their dependence for protection and existence upon the United States, therefore not sueable as a political body, (see *Cherokee Nation vs. State of Georgia*, 5 Peters, p. 1 to 19, also *State of Georgia vs. Worcester*, 6 Peters, p. 515.) In the language of Justice McLean that, "In the executive, legislative and judicial branches of our Government, we have admitted in the most solemn sanction the existence of the Indians as a separate and distinct people, and as being vested with rights which constitute them a State or separate community.—*ibid.*

Again the Supreme Court of the United States says: "They were and always have been regarded as having a semi-independent position, when they preserved their tribal relations, not as States, not as nations, not as possessed of the full attributes of sovereignty, but as a separate people, with the power of regulating their internal and social affairs, and thus far not brought under the laws of the Union or of the State within whose limits they resided." (See *Southern Kansas Railway Co.*, 135 U. S., p. 301.)

The last treaty made with the Choctaw Nation of Indians proclaimed July 10. 1866, guaranteed the right of self local government as heretofore to them. (See article 7 and article 45 Revised Indian Treaties, p. 285.) Treaties stipulations is the supreme law of the land, (see *Eastern band of Cherokees vs. the Cherokee Nation* 117, U. S., p. 886 1st Cranch p. 103,) and must be regarded by the Courts as much as act of Congress, *ibid.* treaties with Indians as binding as with foreign Governments. (See 19 Howard, p. 366.) The contention of

appellant is that the act of Congress, approved March 1st, 1889, and the acts approved May 2d, 1890, the former establishing the Court in the Indian Territory and the latter conferring additional jurisdiction upon that Court, to hear and determine actions in civil cases, not only conferred jurisdiction in civil cases between individuals, but between a citizen of the United States and the Choctaw Nation itself. (Section 6 of the act approved March 1st, 1889 provides) "That the Court hereby established, shall have jurisdiction in all civil cases between citizens of the United States who are residents of the Indian Territory, or between citizens of the United States, or any State or Territory therein or any citizen or person or persons residing or found in the Indian Territory, and when the value of the thing in controversy, or damages, or money claimed shall amount to one hundred dollars or more."

The act approved May 2d, 1890, among other things provides:—"That the Court established by said act (approved March 1st, 1889) shall in addition to the jurisdiction conferred thereon by said act, have and exercise within the limits of the Indian Territory, jurisdiction in all civil cases in the Indian Territory, except cases over which the tribal Courts have the exclusive jurisdiction, and in all cases on contracts entered into by citizens of any tribe or nation, with citizens of the United States in good faith, and for a valuable consideration, and in accordance with the laws of such tribe or nation, and such contracts shall be deemed valid and enforced by such Court."

In the contention of appellant, the greatest stress is laid on the last act or the one approved May 2d, 1890. We insist that there is nothing in either to warrant the Court to entertain jurisdiction in an action against the Choctaw Nation as a Nation in its organized or political capacity, the additional jurisdiction intended to be conferred on that Court by the act approved May 2d, 1890, is partially explained in this brief, in support of first paragraph of the demurrer, the very language of the latter act, to wit:—"And in all cases on contracts entered into by *citizens of any tribe or nation with citizens of the*

United States in good faith, etc." proves conclusively that Congress had in mind contracts between individuals only, if it had been the purpose of Congress to confer jurisdiction on that Court, to enforce contracts against the Choctaw or any other one of the nations in that territory, the language used, would have so said, Congress could have as easily said, in all contracts entered into by either one of the Indian Tribes or Nations or by any of their citizens, with a citizen of the United States.

Such jurisdiction cannot be implied. The law-making power is presumed to know the law in existence at the time of its enactment, and such acts should be construed as not to do violence to existing treaties. (See section 175, Endlich on interpretation of statutes.) Acts of Congress are always to be construed so as to conform to the provisions of a treaty. (See *U. S. vs 43 gallons of whiskey*, 108 U. S., p. 491.) Statutes construed naturally. (*Maillard vs. Lawrence*, 16 Howard, p. 211.) Construed with presumption against intent to affect Government. (See section 161, Endlich on interpretation of statutes, the law is presumed to be made for subjects only, the general business of the legislative power, is to establish laws for individuals, not for the sovereign *ibid.*) The Crown is not reached except by express words, *ibid.* In a late case before the United States District Court for the District of Columbia, in which suit was brought to enjoin the Cherokee Nation of Indians, Judge Cox in a very elaborate and exhaustive opinion, held that the Cherokee Nation of Indians, could not be sued, without an express statute to that effect. (See opinion.) In all the cases cited in appellants brief, where suits have been maintained the court will find in each case that the action and jurisdiction had been authorized by special act of Congress. We insist that the very fact that the law-making power has and continues to pass special acts, authorizing Indian Tribes to sue and be sued, negatives the proposition that they can be sued without an express statute for that purpose, not like a sovereign that has to give its own sovereign consent to be sued by the citizen, but the Government of the United as guardian must give its express consent to have their wards sued and brought into Court.

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As said in former part of this brief, in construing statutes, the history of the country, the condition of the people, the rights intended to be preserved or protected, or the wrongs and evils intended to be suppressed, are all proper subjects of enquiry, the Court will judicially take notice that prior to the establishment of the District Court in the Indian Territory, contracts between a citizen or citizens of the United States and persons residing in or doing business in the territory, could not be enforced whether made there or elsewhere; that territory was a hiding place for debtors, all contracts between Indian and Indian were enforced in the Indian or Local Courts, this became a crying evil, no complaint however, was ever heard that the various nations of Indians composing that territory, could not be sued, that worked no hardship, therefore in order that the law, both in criminal and civil matters, should be executed and the people better protected, Congress passed the act approved March 1st, 1889, establishing that Court with such jurisdiction as therein given, which we insist, cannot be construed so as to confer jurisdiction to sue the nations as an organized Local Government, which they have in all respects equal to the States. Federal Courts are statutory and jurisdiction special, and the presumption is against them as to their power, unless expressly given. (See section 159 Endlich on interpretation of statutes.) We call the Courts attention to the result of such jurisdiction as is contended for by appellant.

Suppose the court should exercise jurisdiction and render judgment for plaintiff in error, for the amount claimed, how could that judgment be executed? The judgment would necessarily be against the Choctaw Nation in their organized or tribal capacity, the property of the individual Indian citizen could not be reached, the only property the nation as a political body has, is their lands, which they hold in common. Would the Court direct execution to issue and be levied on their real estate and sell them out to some outside purchaser, when the treaties now enforce does not allow them to sell to anyone, except to the Government; will the strong arm of the Government through the judicial branch, thus strike down their own wards and turn them out of house and home and thereby bring upon themselves the obligation of maintaining these people at the expense of the Government? We insist that such a construction would do violence to every principle of self local government and the relation that our country bears to these helpless people.

RANDELL & S. W. PEEL,

Attorneys for Defendants.

Yohmi ^{Ka} visited state congress
at ^{us ut} treaty ^{chota} ¹⁸¹⁴ ^{du} ^{du} timikkbi toh
at ^{on} ^{to} it shana kot pishno
akia pe shakli hakinli Rida
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pe nowat aya cha ~~okushi~~
~~hoyassa aadi okushi~~ ^{mea}
tashapi clappa nana ka
ainla chit aittimafisa ha
tetheli onut. isht alhtoba chito
achukma ho immissa toh o
yakni clappa ant akashwa
ma. nana isht ayohpola
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nana ish. tilanukfilla kutukyu
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Kanichonchi Gosh visited state
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slacha hato mata ho ish
tilashampko kvoto Katina
Garo pin asha ho? filimot
Kupisa

UNITED STATES OF AMERICA.

INDIAN TERRITORY.

IN THE UNITED STATES COURT FOR THE INDIAN
TERRITORY.

GEORGE S. THEBO (PLAINTIFF:

vs,

COMPLAINT AT LAW) THE CHOCTAW TRIBE OR NATION OF INDIANS.

WILSON N. JONES / AS PRINCIPAL CHIEF OF THE
CHOCTAW NATION
GREEN McCURTAIN . TREASURE OF THE CHOCTAW
NATION-----DEFENDANTS

~~NXXXXX~~

The plaintiff (George S. Thebo) Respectfully

represents that he,, That he is a citizen of the United States
and a citizen and resident of Paeis in the State of Texas,
That the said defendants 9The Choctaw Nation or tribe of Indians
is composed of persons who are members or citizens, of the Choctaw
tribe or Nation of Indians, who reside upon and occupy lands or rese
-ervations set apart to them under the laws of the United States, in
the Second Judicial Division of the United States Court for the Inq
Territory, That the said defendant Wilson N. Jones, is a member or
citizen , of the said tribe or Nation of Indians, and resides , and
can be found in the Choctaw Nation or country in said Second Divisn
That the defendant Green McCurtain is also a member or citizen
of said tribe or nation or Indians and resides and can be found in
the said Choctaw Nation or country in said second division;
That the said Wilson N. Jones, is now Principal Chief of the said t
tribe or nation of Indians, and has been such chief for three years
last past.

That the said Green McCurtain is the present treasurer,
of the said tribe or nation of Indians, and has been such Treasurer
for many years past, That under and by virtue of a certain treaty
between the United States and the defendants. The Choctaw Nation of
Indians and the Chicksaw Nation of Indians, concluded ~~XX~~, April, 28th

1806, and proclaimed Aug, 10th, 1806, the said Choctaw and Chickasaw Nation of Indians ceded in trust by article Three of the treaty aforesaid, certain lands lying South of the Canadian River and described and set forth in the treaty aforesaid,

That to pay the Choctaw and Chickasaw Nation of Indians for all the right, title, interest and claim, which said Nation of Indians, had in and to said lands so ceded in trust as aforesaid, and which were occupied by the Cheyenne and Arapahoe Indians under the exclusive order of the United States, Through its' commissioners and by virtue of an act of Congress of the United States approved March 3rd, 1891, the United States became indebted to said Choctaw & Chickasaw nation of Indians in the sum of \$2,991,450,00, and which sum of money the Act of Congress duly and lawfully appropriated for the payment of said indebtedness.

That one fourth of the said sum so appropriated amounting to the sum of \$735,662,50, was owing and payable to the Chickasaw Nation of Indians, That three fourth of the aforesaid sum amounting to \$2,206,987,50, so appropriated by the aforesaid act of congress was owing and appropriated to the Choctaw Nation of Indians.

That after the aforesaid appropriation by the act of congress aforesaid, for some reason to the Plaintiff unknown, The Officers of the United States Government refused to pay the same or any part thereof

That after to-wit:- on the 19th, day of October, 1891, The duly and legally constituted and organized General Council of the Choctaw Nation of Indians in session assembled in accordance to law with full power in the premises under the constitution and laws of the Choctaw Nation or tribe of Indians; for the purpose of securing said fund and appropriation from the United States to the said Defendant, The Choctaw Tribe or Nation of Indians by virtue of an Act duly and legally passed by the Choctaw Council and approved on the

the payments

19th, day of October 1891. empowered the defendant W.N. Jones, as principal Chief of the Choctaw Nation, and Green McCurtain as Treasurer of the said Choctaw Nation, and the Special Delegate Thomas Ainsworth, appointed under the laws of the said Choctaw Nation, to proceed at once to Washington D.C. and make a formal demand for the aforesaid money, and to that end they were authorized to employ and procure such assistants agents and attorneys as in their judgment was necessary,

That pursuant to the power thus vested in the said defendants, in their Official capacity aforesaid, they having by the said act of the Choctaw Nation the power to bring the said Choctaw Nation ~~in that behalf~~ In that behalf, Did on the 20th day, 1891. employ the plaintiff as their agent for and in behalf of the said Choctaw Nation for the purposes aforesaid; Which contract of employment between the plaintiff and the defendant, was reduced to writing; That the written contract aforesaid was in the nature of a Power of Attorney, employing the plaintiff for and in behalf of W.N. Jones, as Principal Chief and ~~and~~ Green McCurtain as Treasurer, and as Special Delegate, the aforesaid Thomas Ainsworth, to demand, ask, sue for, collect, and receive, all of the aforesaid sum of \$2,206,987.50, appropriated by Congress in the aforesaid Act. Approved March 3rd, 1891. And for his services, fees, and expences

It was agreed between the said parties to pay the said Plaintiff the sum of 5% of the amount collected, which said sum of 5% was to be paid to the said plaintiff at the City of Washington D.C. and at once upon the receipt of the same from the United States. A copy of the said contract is herein attached, marked "Exhibit A" And made a part hereof; The original will be presented at the trial. That as such agent the plaintiff herein at once entered upon the discharge of his duties, and at his own expence made diverse trips to Washington D.C. and appeared before the departments and faithfully

labored and performed all duties required of him by the terms of the said agreement.

That on the-----day of-----1893. the said sum of \$2,206,987,50, appropriated as aforesaid, was, by the United States paid for in behalf of the Choctaw Nation of Indians,^{T_o} the said defendants Green McCurtain in his Official Capacity as National Treasurer of said Choctaw Nation of Indians, and that the said sum is now in his possession and subject to his order,

That after the said Green McCurtain, as Treasurer aforesaid received the aforesaid sum of money from the United States, That the said Choctaw Nation, Through the said Green McCurtain, as Treasurer, and through other Officers, or in any other way has wholly failed, neglected, and refused to pay this plaintiff for his services aforesaid the compensation agreed, fixed and set forth, in the contract aforesaid or any part thereof, Though demand was made by plaintiff for said compensation as provided for and required by the written contract aforesaid.

That there is now due and owing to this Plaintiff, for his services aforesaid, from the defendants the Choctaw Tribe or Nation of Indians under and by virtue of said employment the sum of \$110,349,37, with interest thereon at the rate of 6% per annum from the ----day of -----18 93.

Which amount aforesaid remains wholly due and unpaid, the defendants having wholly refused, failed, and neglected to pay the same or any part thereof, The said defendants, W.N. Jones, Principal Chief as aforesaid, and Green McCurtain, Treasure, as aforesaid, are necessary, parties to this action, being under the laws, customs, and regulations of the said Choctaw Nation of Indians Official thereof, exercising certain disbursing powers ,

Wherefore the said plaintiff, - George S. Thebo, - Prays judgment for and against, the aboved named defendants herein,

(5)

in the sum of \$110,349.37, with interest thereon at the rate of 6% per annum from the----day----1893. Also for his costs herein incurred and expended and for further and other relief.

State of Arkansas.

County of Sebastain.

George S.Thebe,

Being duly sworn says that he believes the matters and facts set forth in the foregoing complaints are true.

Sworn to and subscribed before me this 20th day of June 1893