

Ans act &c

Be it enacted by the General Council of the Choctaw Nation assembled that - Sec 1st of the act approved Oct 14, 1908 be and the same is hereby amended by striking out all of said section, after the words Per annum as follows. "And out of this sum the said regular delegate shall pay all of his expenses, including railroad traveling, board Hotel and all other expenses,

22.
Be it further enacted that - Sec 2 of the act approved Oct 14, 1908 be and the same is hereby amended by striking out all of said section after the words Per annum as follows And out of this sum the said special delegate shall pay all of his expenses including railroad, traveling board and lodging, Hotel and all other expenses,

Sec 3
Be it further that - in lieu of said amendments of Secs 2 & 3 of said act approved Oct 14, 1908. That an expense account be allowed said delegates, the amount to be agreed upon between the delegates & the Secretary of the

McCurtain & Hill,
Lawyers,
South McAlester, I. C.

McAlester, Okla., Jan. 1, 1908.

Governor Green McCurtain,
Kinta, Okla.

Dear Father:-

Upon my return I find a letter from Ed Wilson relative to the bill which we were discussing this morning. I enclose Wilson's letter to you, which is self-explanatory.

It seems from Wilson's letter that this bill is not in the files; but where it is Mr. Wilson does not know. I shall engross the bill from the published copy, and would suggest that you ascertain from Wilson who was the President of the Senate, the Speaker of the House and the Clerks of the respective houses at this special session. This Wilson can find out by reference to other bills which were passed at that session. You can rewrite the Wilson letter, prepared by me this morning, requesting the above information of Wilson and send the same to Ft. Towson by P.J. Hudson.

Your son,

D. C. McCurtain

DCM:MG.
1 Encl.

Kinta, Okla., _____ 1908.

Hon. J.G. Wright, Commissioner,
Muskogee, Okla.

Sir:--

I have instructed that bill No. 6 passed by the Choctaw Council at a special session thereof held in July 1905, entitled "An Act in relation to the sale of the segregated coal and asphalt lands in the Choctaw and Chickasaw Nations", be submitted for Executive action, and said bill is herewith enclosed.

I desire in submitting said bill to furnish an accompanying statement, explaining the circumstances under which the same was passed, why it was approved, etc.

In the first place, it was agreed and provided in the Supplementary Agreement (Act of Congress approved July 1, 1902) between the United States Government and the Choctaw and Chickasaw tribes that all the lands belonging to said tribes which were principally valuable for their coal and asphalt deposits should be segregated and sold. Said Supplementary Agreement provided that such coal and asphalt lands and deposits should be sold at public auction for cash, under the direction of the President, by a commission composed of three persons, which should be appointed by the President, one on the recommendation of the Principal Chief of the Choctaw Nation, who should be a Choctaw by blood, and one on the recommendation of the Governor of the Chickasaw Nation, who should be a Chickasaw by blood. It was further provided in said agreement that said lands and deposits should be sold within three years from the date of the final ratification of said agreement.

Wright, #2.

Notwithstanding the plain terms and requirements of this agreement with the tribes, and notwithstanding that said provision for the segregation and sale of the coal lands was inserted at the special instance of the tribes, the Secretary of the Interior, Mr. Hitchcock, refused to carry out said terms and provisions of said agreement further than to segregate the lands from allotment. Mr. Hitchcock was strongly inclined to the belief that the coal and asphalt lands of the tribes would be sold to a better advantage if sold upon sealed proposals rather than at public auction; and for his convictions in this his honest belief and good intentions were not doubted, nor have they ever been by me or any of the members of my tribe, but there was an opinion, and an honest one, prevailing among the Choctaw people, who were represented as one of the parties to that agreement, that although Mr. Hitchcock's opinion was at variance with the law and its provisions; yet it was his plain duty to carry out that law in its every requirement, so far as he could. Thus the matter stood for two years.

April 21, 1904, at the solicitation of the Secretary and upon his recommendation, Congress so amended the law or agreement of 1902 as to authorize the sale of the unleased lands upon sealed proposals instead of at public auction. Congress went further, however, than was asked or recommended by the Secretary, and withdrew the leased lands from sale; and just here I will state, if permitted the expression, that the withdrawal of our leased lands from sale, and over our protest too, was the "straw that broke the camel's back". We knew that the coal companies and operators were maintaining a strong lobby at Washington for the purpose of resisting the sale of the coal lands and especially the leased coal

Wright, #3.

lands, for reasons subserving their own special interests; and when the Act of April 21, 1904, was passed containing the provision withdrawing our leased coal lands from sale - a provision so strongly opposed by the tribes and at the same time so much desired by the coal companies- the Indian people lost heart, they felt and feared that if it was to be a contest between themselves on the one side and the coal companies on the other, then the cause of the Indians, 'the right, was lost to their more powerful but unrighteous adversary. This condition of their affairs, as the Indian saw it and understood it, created quite an agitation in the public mind; hence, when the council met the feeling that the tribes should take or attempt to take the initiative in the matter of the sale of their coal and asphalt lands and deposits was so strong that the bill which is now submitted resulted almost spontaneously. I confess that I shared the popular belief that it was necessary for the tribes to take some action in their own behalf in this matter, and consequently I approved the bill, and subsequently entered into a contract with a firm of lawyers, Mansfield, McMurray & Cornish, who had associated with them Cecil A. Lyon, of Texas, who agreed to undertake to negotiate a sale of these properties belonging to the tribes for a compensation of ten per cent of the proceeds of the sale.

I was impelled to take this action, as above stated, on account of the feeling, which was shared by me, that it was necessary for the tribes to move in the matter. I was influenced also by the recent experience we had had in the settlement of our citizenship matters. And to fully explain, it is necessary that I refer briefly to citizenship matters. Under the Act of June 10, 1896, the Dawes Commission was clothed with power and authority to

Wright, #4.

determine rights to citizenship in the Five Civilized Tribes with right of appeal to the United States Courts then existing in the Indian Territory. - As soon as it was known that the tribes had lost jurisdiction in the matter of their own citizenship rights people all over the country and in surrounding States began to claim citizenship rights -it was known that the lands and other property of the tribes were to be divided- and a citizenship right established carried with it a right to land and other property of the tribes. Consequently the Dawes Commission was over-run with applications of people who had never theretofore claimed or pretended to be Indians. The Dawes Commission denied most of these applications but admitted many. Appeals were taken to the Courts and a great majority of the applicants were admitted. The Indians were unequal to this contest because of their unacquaintance with Court procedure and their sheer inability to meet the great mass of testimony, much of which was fraudulent, that was introduced by the citizenship claimants. Thus the condition was that these people, 3500 or 4000 of them, were demanding enrollment and a considerable part of our property upon judgments of the United States Courts. The tribes turned in vain to their guardian Government to save them from the fraud and injustice of these "Court adjudged citizens". We were scolded by our guardian and told that these people had judgments which could not be disturbed by either the executive or legislative branch of the Government, and that we were guilty of laches, etc., in not properly defending against these claims -that we were trying "to lock the stable after the horse was stolen". This was pretty cold comfort.

Forced to the alternative of trying to protect ourselves,

our Council authorized the Principal Chief to enter into a contract with an attorney or attorneys to defeat the fraudulent citizenship claimants and to allow such attorneys a compensation not to exceed ten per cent of the amount involved. A contract was made pursuant to this act with Mansfield, McMurray & Cornish to defeat the claimants. Their undertaking involved the promoting of legislation authorizing a review of the citizenship cases. The result was the creation of what was known as the "Citizenship Court". This court held that all the judgments theretofore rendered by the United States district courts admitting the claimants were void on the ground of a lack of notice and sufficient parties to the original suits, and upon a trial upon the merits of the cases nearly all the claimants were denied.

The Secretary of the Interior refused to recognize the contract we had with Mansfield, McMurray & Cornish upon the ground that the Acts of the Councils of the Choctaw and Chickasaw Nations had never been approved by the President, and for the further reason that the compensation agreed upon was excessive and "unconscionable". Congress, however, provided that the citizenship court should fix the fee of the attorneys, and the court fixed it at \$750,000.00, which was finally paid. Thus the action which it was necessary that we take in our own behalf in citizenship matters cost us right at a round million dollars.

With our experience in citizenship fresh in memory, 'the costly, and regarding the situation as to the likelihood of disposing of our coal as all but encouraging, we felt that we would again have to take some similar action as to that taken in the citizenship matters. Accordingly the bill, which is now submitted, was

Wright, #6.

passed and, in pursuance thereof, we entered into a contract with Mansfield, McMurray & Cornish and Cecil A. Lyon whom they have in this undertaking associated with them upon the impression given us that he is influential with the President.

Now, a few words as to why this bill has not been submitted before this, then I conclude with my recommendations as to this bill. At the time this bill passed the Choctaw Council and the contract was made the policy of the Department, which had recently prevailed over our protest in the matter of the sale of our coal, was then on trial, and 'tho we never at any time had any faith in it, it was only natural that the Secretary would be partial to the plan of his own making; and to have tried to go over his head, as this act of the council contemplated, would have meant certain defeat of the plan, and we were not ready to give up our plan, 'tho unexecuted and not yet started, until at least we could feel that justice would be done us without resort to this extraordinary course.

We have never thought it right at any time or under any circumstances that we should have to give up ten per cent or any other part of our coal to sell it, but have rather regarded it as a necessary evil. However, I do not now regard it necessary that we contract away a part of our property in order to dispose of or sell it. I look upon the present Secretary of the Interior as being more respectful of the judgment and wishes of the tribes in matters affecting their interests than probably any other Secretary that has preceded him in recent times; and I say this in no spirit of flattery to the one nor out of any feeling of pique to any others, but

Wright, #7.

attribute it to a change of policy towards the Indian people, a delayed recognition of their ability to advise in their own matters. It is only when the Indian people's judgment is ignored and totally disregarded that they are forced to extreme and unusual measures to protect their own interests, and only then in obedience to the law of self preservation. Had our protest against the passage of the Act of Congress of June 10, 1896, depriving us of citizenship jurisdiction, been heeded and our right to determine those matters for ourselves been left undisturbed, the "Court Citizen" and the "\$750,000.00 fee" would never have happened. We believe now, however, that we will be taken into the counsel of the Government in matters affecting us and our interests henceforward, and that it will not be necessary to contract or barter away any portion of our property in order to protect the balance of it. Therefore, I do not now believe that this bill should be approved.

I will state further for your information and the information of your Department that I have declined specifically to recognize Mansfield, McMurray & Cornish and Cecil Lyon as having any right or authority to represent the Choctaws under this contract, as I do not consider that the contract is of any validity or effect until the Act of the Council has been submitted to and approved by the President. Besides, there is no service that Mansfield, McMurray & Cornish and Cecil Lyon could render the tribes under this contract, or otherwise, for the sale of the coal lands is a matter exclusively within the jurisdiction of the Federal Government, and nothing can be done legitimately affecting the coal lands or a sale thereof except by authority of the Federal Government.

Wright, #8.

I submit the bill to you and suggest that it be dis-
approved.

Very respectfully,

Prin. Chief, Choctaw Nation.

Law Offices of
Leahy & Scott,
Hawthorne, Okla.
1-2-08.

Hon. Green McCurtain,
Governor Choctaw Nation,
Kinta, Okla.

Dear sir:---

I am just in receipt of your letter of the 31st ult, in which you disclaim any legal authority for the Choctaw Nation in the matter relative to the proposition of the sale of the segregated lands. In reply thereto I wish to say that we have regarded the matter in exactly the same light and that what we expected was to gather from your representative what the probable feeling of your people was relative to the sale of these lands to the State, and what their opinion was as to the value of the lands and all these matters being well considered would they be willing to join with the State in inducing Congress to permit the Choctaw and Chickasaw Nations to sell these lands to the State. Of course the purchase price must be within the power of the State to pay and the terms upon such conditions as would enable the State to purchase them.

It is my own opinion in the matter that if the State and the Choctaw and Chickasaw Nations can arrive at an understanding that would be satisfactory both to the State and the tribes we would probably be able to induce Congress to permit an agreement to be made.

Law Offices of
Leahy & Scott,
Pawhuska, Okla.
1-2-08.

(2)

The Commission does not propose to attempt to purchase the lands knowing that such an attempt would be without legal authority but we would like to ascertain as much as is possible what is the probable value of the lands and what is the feeling of your people with reference to the State purchasing them.

I note with a good deal of pleasure what you say with reference to the representatives you will have to meet with the Commission informally and desire to thank you for the same. We shall certainly treat only such persons as your representative as is designated by you.

Trusting that you will be able to meet with us and that I may have the pleasure of a personal acquaintance with you, I am,

Very truly yours,

T. J. Leahy
C h a i r m a n.

Dic T. J. LEH.

COPY.

XXXXXXXXXXXXXXXXXXXXXXX

McAlester, Okla., Jan. 3, 1908.

Hon. Thos. Ryan,

c/o Commissioner to the Five Civilized Tribes,
Muskogee, Okla.

Dear Sir:--

Complying with your request of yesterday, that I prepare and furnish you a statement of the probate matters generally as they relate to and affect the Choctaw Indian people together with such suggestions and recommendations as I desire or care to make, I beg leave to submit the following:

Since the passage of the Act of April 28th., 1904 entitled "An Act to Provide For Additional United States Judges in the Indian Territory and Other Purposes", wherein it is provided that:

"All the laws of Arkansas heretofore put in force in the Indian Territory and hereby continued and extended in their operation, to as to embrace all persons and estates in the said Territory, whether Indian, Freedman, or otherwise, and full and complete jurisdiction is hereby conferred therein upon the District Courts in said Territory in the settlement of all estates of decedents, the guardianship of minors and incompetents, whether Indians, Freedmen, or otherwise",

the Probate matters and affairs of the Indians have been under the jurisdiction of the United States Courts then existing in the Indian Territory and continued to be subject to that jurisdiction until statehood, November 16th., 1907. Since the establishment of a State Government here the Probate authorities of the State have exercised authority in the control and administration of Indian Probate matters. It has not been altogether clear that

the jurisdiction of the Indian probate matters properly belongs to the State or County authorities on account of the fact that the estates of the Indians are subject to the laws of the United States, which in their nature are peculiar to the Indians. However, passing that subject for the moment, I shall discuss in a brief way the condition of the Indian estates administered under the Federal jurisdiction heretofore existing.

Prior to the passage of the Act of April 28th., 1904, supra, the Indian or Tribal Courts exercised probate jurisdiction along with the jurisdiction of other matters reserved to the Tribal Governments under the Agreements and existing laws. The authority and jurisdiction possessed by the Tribal Courts were necessarily limited in character and kind by reason of the fact that the lands were held in common and were subject to no transfer, except the use and occupancy thereof existing under the improvement right. Thus it will be seen that an estate of a decedent consisted of a possessory or occupancy right together with whatever improvements were upon the land belonging to the decedent's estate. When, however, the United States Courts acquired jurisdiction, the tenure of the land had been changed from that of a common holding to allotments in severalty with fee simple title to the allottees with certain restrictions upon his right to alienate the land allotted; therefore, the jurisdiction acquired by the United States Courts was an enlargement upon that theretofore possessed by the Tribal Courts, in that some of the land allotted, namely, land of deceased allottees became alienable under the agreements and subsequent laws, and was, of course, subject to the control of the United States Courts then exercising probate jurisdiction.

The innovation made by the change of jurisdiction from the Tribal Courts to the United States Courts with enlarged powers vested in the United States Courts, though beneficial in the main, confused and bewildered the Indians in their rights to control the property of their children and to administer the estates of their dead, as they had little knowledge of the white man's law and no experience of this kind in the white man's court. The result was that the Indians turned readily to whoever might be willing to offer them assistance in this regard, and this condition afforded an opportunity to enterprising persons, known later as professional guardians, to get control of Indian minors' estates and the management of the estates of deceased allottees. The law put into force by the Act of 1904, supra, contained the usual requirements that strangers, so called in the law, who desired to act as guardian of the person or curator of the estate of a minor should present a waiver from the parents or next of kin to the minor with the petition for appointment. The unfortunate condition of the Indians in feeling an inability to try to manage the estates of their children and comply with the requirements of the law relating thereto was soon taken advantage of by designing persons who sought control of these estates for speculative purposes; and it soon became a common practice for Trust Companies and others engaged in a like business to send out agents and representatives paid to procure waivers from Indian parents. This obnoxious practice was in its very nature productive of conditions and results that were very unsatisfactory to the Indian parents and in many instances inimical to the interests and estates of the minors. It was practically impossible for the Courts with their crowded

dockets to detect and prevent this fraud practiced upon the Indians by persons procuring the waiver under misrepresentations, for the Probate business was enormous in volume and the Courts simply did the very best that could be done under the circumstances and with the facilities at hand.

I make mention of this fact as showing the necessity for supervision and control of the Indians' trust estates by some authority that is in sympathy with the Indians under the conditions surrounding them, for there is a disposition among the speculative class which, if not curbed, will defraud the Indians of a greater part of their patrimony. The United States Courts in the exercise of their jurisdiction over the Indian Probate matters labored very faithfully to see that the laws were complied with and that exact justice was done the Indian minors in respect of their property, but, as above stated, it was almost impossible to afford the protection necessary with the limited facilities at hand. The United States Government, its Courts, Officers and Agents have uniformly administered the affairs of the Indians with proper respect to the Government's duty to them as guardian to ward, and by reason of this fiduciary relation, so to speak, the Indians and their interests have always had the sympathy of the power and authority controlling them, and this was, of course, as it should be. We are now to consider the proposition, whether or not the Federal Government should retain control of the Indian Probate matters.

It seems to me that the question of whether the Federal Government or the State shall exercise control of the Indian Probate matters will be determined by the single proposition, whether or not the Federal Government retains its guardianship control over

the Indians. I am aware that this proposition, as to whether the guardianship of the Government was really retained and exists, is fraught with many questions of considerable refinement. But regarding the matter in the abstract, without partiality to the one Government or prejudice against the other, it seems to me that if the Government of the United States is yet guardian of the Indians, then the authority of the Federal Government to control the Indian probate matters exists as an incident to the power as guardian to control its wards. In other words, it is not reasonable to suppose that the Federal Government would attempt to control the Indians as wards except through its own tribunals, agencies, etc., which, if true, means that the Federal Government and not the State should have jurisdiction in Indian probate matters.

As to whether it is more desirable that the Federal Government retain control of Indian probate matters is not a question, I apprehend, to be determined by the preferences of the Indians but is rather a question of policy, the determination of which is entirely with the Federal Government itself. I think it should be stated, however, that there is this difference existing between Federal control and State control of the Indians; that the Federal Government proceeds as guardian of the Indians and, therefore, has a more particular care of the Indians' interests, if I may say so, by reason of this relationship: the State on the other hand, sustaining no such relationship to the Indians, would expect the Indian to maintain himself in all controversies before the courts, in other words, the Indian would be expected to make out his own case without the assistance of a guardian Government.

While I realize that the Indian is a citizen of the State and is expected to take his chances equally with the other citizens in all matters coming under State control, yet, if the Government is to exercise guardianship control of the Indian, it would certainly be more preferable that such authority be exercised under Federal jurisdiction.

If it is true that the Federal Government is yet guardian of the Indian, and that the Federal Government has jurisdiction in probate matters, then I call attention to one condition under the law which I think should be corrected right away. The Atoka Agreement provides, among other things, that:

"In the case of minor children, allotment shall be filed for them by father, mother, guardian or administrator having charge of the estate, preference being given in the order named, and shall not be sold during his minority".

The Supplementary Agreement, Act of Congress, approved July 1st., 1902 (32 Stat. 641), Section 16 thereof provides that:

"All land allotted to the members of said tribes, except such land as is set aside to each for a homestead as herein provided, shall be alienable after issuance of patents as follows: One-fourth in acreage in one year, one-fourth in three years, and the balance in five years; in each case from date of patent."

Section 68, idem, provides that:

"No Act of Congress or Treaty provision, nor any provision of the Atoka Agreement, inconsistent with this Agreement shall be in force in the Choctaw and Chickasaw Nations."

There is a strong contention among the lawyers of this country that that provision of the Atoka Agreement making the lands of the Indian minors inalienable during their minority is inconsistent with Section 16 of the Supplementary Agreement providing

Ryan #7.

that: "All lands allotted to the members of said tribes shall be alienable in one, three and five years" from the date of the issuance of patent, and is, therefore, repealed by Section 68 of the Supplementary Agreement and is superceded by Section 16 of the said Supplementary Agreement. If this contention be sound, then it would seem that the land of an Indian minor may be sold the same as the land of an adult allottee, and this universally opposed by the members of the tribes. I am certain that it was never the intention of the Supplementary Agreement to make alienable any portion of the minors' land during minority but, if the law in plain terms authorizes it, then the intentions of the legislators or framers of the Agreement cannot be presumed to prevail over the plain language of the law itself. This condition makes it necessary that Congress give to this law a legislative interpretation, if you please, which will make clear and certain its meaning.

I have discussed this matter at some length and hope that the reading of my letter will not be burdensome to you and, trusting that I have, in a manner at least, complied with your request, I beg to remain,

Yours very respectfully,

Gen'l. Atty., Choctaw Nation.

DCM:MG.

In reply please refer
to the following:

Townsite

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNION AGENCY,

MUSKOGEE, ~~IND. T.~~ Jan. 4, 1908.
Oklahoma

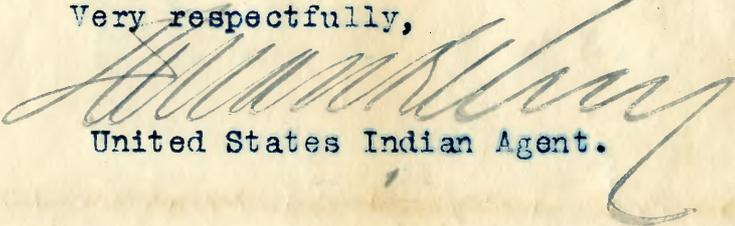
Hon. Green McCurtain,
Principal Chief of the Choctaw Nation,
Kinta, Okla.

Sir:

This office has prepared about 1600 Choctaw and Chickasaw town lot patents, and the same are now ready for your signature. If satisfactory to you I will have my representative call at Kinta on the 10th instant.

If the above date is not satisfactory, kindly state a time that will be convenient.

Very respectfully,


United States Indian Agent.

AP-

Kinta Oklahoma January 6th 1908.

Honorable Dana H. Kelsey,
United States Indian Agent,
Muskogee Oklahoma.

Sir:

I have your "Townsite" of the 4th instant wherein you advise that you have prepared about 1600 Choctaw and Chickasaw town lot patents, for my signature and wherein you advise also that your representative will call at Kinta on the 10th instant; in reply this date will be satisfactory with me and I can have them signed by saturday evening the 11th.

Respectfully

Principal Chief Choctaw Nation.

Tushkahoma, Okla.

Jan. 8th, 1908.

Gov. Green McCurtain,

Kinta, Okla.

Dear Sir:-

William Aaron is guardian of Jane Gibson who is now 18 years old, living with Louis Wilson. They live together as man and wife but not married. Arnote and Davenport at the time when employed by McCurtain & Hill to look after probate matters at Antlers, advised William Aaron that in as much as pine timber on Jane Gibson allotment being small (being only 20000 feet) he might sell the pine timber without order of Court and make the report of said sale to the Court. Under said advice William Aaron sold the pine at \$2.00 per thousand feet, receiving \$40.00. It seems that William Aaron signed a contract in a sale of said pine timber and it is under this contract that Mr. R. L. Carter is cutting hard wood timber off of this land.

I advised William Aaron that he can employ an Atty and proceed to prosecute Mr. Carter for cutting timber on minor's land and that he being a guardian, it is his duty to at once go ^{to} the Court to protect his ward.

However the girl being 18 years old I told him he has small ^{but} chance to do anything. He expect to hear from you and after [^] he hears from you he will take some step, if he desires to do so, to bring the matter to the Court. Mr. Wilson will come to Tushkahoma today to get papers that we need.

Your friend,

Peter J. Hudson

THE FIRST LEGISLATURE
STATE OF OKLAHOMA

THE SENATE

Guthrie, Oklahoma,

Jan 6 - 08

Gov Green McCurtain
Tulsa Okla

Dear Gov I am interested
in the location of some of the
state school institutions that are
to be located by the present legislature
being placed in the East part of
the state. I shall make an effort
to have one located in LeFlore
County. I have been thinking
of Muskogee, The Capitol and
the Female Seminary and have
some of the assurance here that I
can get something for Muskogee
would have been glad to talk to you personally
about the matter any suggestions you may
have to offer will be very much appreciated
With best wishes I am
E. T. Sorrells

Return to Gov. McC

REFER IN REPLY TO THE FOLLOWING:

DEPARTMENT OF THE INTERIOR,
COMMISSIONER TO THE FIVE CIVILIZED TRIBES.

Muskogee, Oklahoma, January 6, 1908.

Hon. Green McCurtain,
Principal Chief, Choctaw Nation,
Kinta, Oklahoma.

Sir:

I recently suggested to Mr. D. C. McCurtain, national attorney, that he consult you with reference to the advisability of submitting to the Department the act of the Choctaw council approved by you July 3, 1905, relative to the appointment of a commission to dispose of the segregated coal lands.

He informs me that you had requested Mr. Wilson, the national secretary, to forward said act to him, but that Mr. Wilson advised him he had searched the tribal records at Tusksahoma, but could not find it, and was of the impression that he let Mr. Lester or yourself have it some time ago.

If, as indicated, the original act can not be located, I suggest you have your proper tribal officer make an engrossed copy of the same and have the proper officers of the house and senate at that time sign it, approving it yourself, and have it sent to this office together with the customary certificates, the same to be forwarded to the Department for Executive action.

-2-

Please advise me of your conclusions and action in
the matter.

Very respectfully,

JGW-C


Commissioner.

wmc

<p>REFER IN REPLY TO THE FOLLOWING:</p> <p>.....</p> <p>.....</p> <p>.....</p>
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DEPARTMENT OF THE INTERIOR,
 COMMISSIONER TO THE FIVE CIVILIZED TRIBES.

Muskogee, Oklahoma, January 8, 1908.

Hon. Green McCurtain,
 Principal Chief Choctaw Nation,
 Kinta, Oklahoma.

Sir:

This office has received certain Choctaw warrants in favor of E. L. Hickman and Peter J. Hudson in payment of services as Delegate and Special Delegate, respectively, to Washington.

Before approving these warrants it will be necessary for me to have official advise that they have actually been appointed and the date that they entered on duty. Please so advise me.

Very respectfully,

J. C. Lehigh

Commissioner.

wmc

WMC - GGC

Kinta, Okla., Jan. 11, 1908.

Mr. W.H.G. Harmon,
Clifty, Ark.

Dear Sir:--

Replying to your letter of Jan. 7, 1908, asking for certain information relative to town lots in the town of Featherstone, Okla., you are advised that Featherstone is in Pittsburg County, and you are, therefore, respectfully referred to Mr. John Harrison, sheriff of the County, for the information you desire.

Very respectfully,

Prin. Chief, Choctaw Nation.

D. C. McCURTAIN.

E. P. HILL.

McCurtain & Hill,
Lawyers.
~~South McAlester, Okla.~~

McAlester, Okla., Jan. 11, 1908.

Gov. Green McCurtain,
Kinta, Okla.

Dear Father:-

I am just in receipt of your letters of the 9th., and 10th. insts., respectively, in which you enclose letter from Commissioner Wright and, also, letter from E.T. Sorrels, member of the State Legislature from LeFlore county.

I have prepared answers to both of these communications and return the same herewith for your inspection and signature.

With reference to the statement concerning the coal lands, which you enclose in your letter of the 10th. inst., I remember that this is a statement prepared by me to be handed to the Secretary of the Interior on the occasion of his recent visit to the Indian Territory in the event he made any inquiry concerning the Act of the Council authorizing the employment of counsel to sell the coal lands at a commission of 10%. However, the Secretary made no inquiry or mention of this matter while here, hence this statement was never handed him. Further than this the statement which you sent me, and which is returned herewith, is of no particular significance.

The weather man seems to be taking his spite out against us in this locality and is furnishing us with a generous snow storm; I suppose that in the distribution of such favors the weather man

Gov. McCurtain, #2.

is not accommodating you people and that you too are getting a gentle reminder of what real winter is.

We are all well with the exception of a few colds, and I trust that your family and yourself are in the same good condition.

Your son,

D. C. McCurtain

DCM:MG.
5 Enc.

M^c Curtain & Hill,
Lawyers,
South ~~M^c Alester, I. C. XX~~

McAlester, Okla., Jan. 9, 1908.

Gov. Green McCurtain,
Kinta, Okla.

Dear Father:-

I have your letter of Jan. 4th., enclosing letter of Mr. T.J. Leahy of Jan. 2nd.

I notice from Mr. Leahy's letter that his Commission, or Committee, expect to gather from your representatives what the probable feeling of the Choctaws is relative to the sale of these lands to the state, and what their opinion is as to the value of the land, and, all these things being considered, would the Choctaws be willing to join with the state in inducing Congress to permit the Choctaw and Chickasaw Nations to sell these lands to the state.

Whatever may be the feeling of the Choctaw people in respect to selling the lands to the state, I think it would be most unwise for them to indicate any desire to sell the lands to the state as against any other purchaser, and especially do I think it would be imprudent for the Choctaws to join with the state in an effort to induce the Federal Government to permit any particular sale or for the Choctaws to even indicate a willingness to do that. I say this would be unwise, not that I am myself opposed to the state acquiring these lands, but for the good and sufficient reason that we have no authority to consummate such a deal; furthermore

any intimation of this kind on our part would prejudice our property in an open market; and, last but not least, such action on our part would more than likely be misconstrued by the Government authorities and the result would be that we would be called sharply to account for the action we had assumed to take. I am not so respectful of the authority of the Government as to think we have no interest in the matter, but it is my respect and regard for our ~~interest~~ interest that leads me to make these suggestions. Our relationship with the Government is of prime importance, and I am glad ~~to say~~ that our relation with the authorities of the Government ~~is~~ harmonious, and we should do nothing that would tend or might tend to prejudice us under the relationship existing or to mar the relations and good feeling now existing between our authorities and the officers of the United States Government.

I would further suggest that Hickman and Hudson be instructed particularly that in appearing before this Coal Commission they do not do so as representatives of the Nation in this particular matter, as there are no representatives of the Nation in the matter of the disposition of the coal and asphalt properties, but that they come as the official representatives of the Nation generally, and that they will receive any proposition which the Commission on the part of the state might care to offer and that, under your instructions, they will communicate the same to the Federal Government, or its authorities, with proper recommendations. But, whatever we do, let us take no action, or assume to take any, which might be construed as committing the nation to any particular policy with reference to the disposition of the coal and asphalt properties. We cannot be too careful of our actions in this matter because what we do now might be taken as a basis for repre-

Gov. McCurtain #3.

sentations in the future that would come up to embarrass us.

I return you herewith the Leahy letter and would suggest that you file it with your private papers and keep it for probable future reference.

Your son,

D. C. McCurtain

~~Inc.~~
Inc.

P.S. Please send me some of the paper you use in engrossing the council acts.

M. Curtain & Hill,
Lawyers,
~~South McAlester, Okla.~~

McAlester, Okla., Jan. 10, 1908.

Gov. Green McCurtain,
Kinta, Okla.

Dear Father :-

I am in receipt of your letter of yesterday enclosing letters from Commissioner Wright, P.J. Hudson and W.H.G. Harmon.

I have prepared a letter to Mr. Wright, which is enclosed herewith, and also a letter to W.H.G. Harmon, enclosed. In regard to the letter that Hudson writes about Wm. Aaron, will say that I am advised this morning Mr. Hudson will be here Sunday night, and at that time or during his stay here, we will talk to him about the matter and one of us will probably go with him to Ft. Towson and take whatever action is necessary and proper to protect the minor represented by Mr. Aaron. It is our judgment that this party now being of age will have to go into the Courts in her own right, probably to enjoin Carter from the further cutting of timber on her land and, also, to sue him for damages for that already taken.

I am in receipt of a letter from Peter Hudson as follows:

"I send you the record as Mr. Wilson and I found in a minutes of the proceeding of Choctaw Council in extra-session of 1905 in reference to selling of coal etc. There was no record made of the passage of the bill and being referred to Principal Chief. The record shows that there was considerable discussion between two houses or in each house on question of percentage. Thinking that you need this record now, I send it on. I will be in town Sunday night."

I do not quite understand what he means when he says

Gov. McCurtain, #2.

"There was no record made of the passage of the bill and being referred to the Principal Chief". It is stated in the record sent me by Mr. Hudson as follows:

"Read, interpreted and passed the Senate and referred to the house this the 3rd., day of July, 1905.

G.W. Choate.
President of the Senate.

Attest:

Joe Conser,
Clerk of the Senate.

'Read, interpreted and passed the house and referred to the Principal Chief this 3rd., day of July 1905.

Issac J. Impson.
Speaker of the House.

Attest:

Simon Pusley.
Clerk of the House.

'Approved this the 3rd., day of July 1905.

Principal Chief, Choctaw Nation."

From the above information as furnished by the records sent me by Hudson, it would seem that you had not signed the bill although the date of your approval appears both in this record and in the published laws of said session. However, we have sufficient information from which to engross this law from the published copy, that I shall do as soon as you send me the paper upon which such bills are regularly engrossed.

It will be necessary, of course, for you to send this bill to the various officers of the Council, or rather to those persons who were officers at the time the bill was passed, for their signatures. This will necessitate further, too, that you put the bill in the hands of a trusted messenger for this purpose with instructions to request the various officers to attach their

Gov. McCurtain, #3.

signatures to the enclosed copy, not to soil the same as it is to be transmitted to the President and with the further instructions that they say nothing about the bill having been presented in its engrossed form for their signature as it is your desire that nothing be said concerning your purpose to submit the bill until the same has been acted upon by the President.

Letters of Commissioner Wright, W.H.G. Harmon and Peter
Mason herewith returned.

Your son,

D. McCurtain

DCM:MG.
5 Encl.

Kinta, Okla., Jan. 11, 1908.

Hon. J.G. Wright, Commissioner,
Muskogee, Okla.

Sir:--

I beg to acknowledge receipt of your letter of Jan. 6th., 1908, relative to the Act of the Choctaw Council approved July 3, 1905, authorizing the appointment of a Commission to dispose of the segregated coal lands.

In reply, you are advised that sometime ago I decided to submit said act of the Council for Executive action, and wrote Mr. Wilson, National Secretary, requesting him to forward the original Act to Mr. D.C. McCurtain to be by him engrossed in proper form for submission. Mr. Wilson advised Mr. D.C. McCurtain, as you were informed, that he could not find the act among the records of his office but thought he had let Lester, who was formerly my private secretary, or myself have the bill. Just here I desire to say that the bill was not given to me and that I never called for it until recently when I asked that it be sent to D.C. McCurtain to be engrossed by him. And I will say further if Lester got this bill it was on his own account and without any authority or direction from me.

However, you are advised that I will have this bill engrossed from the copy as it appears in the published laws (session acts) of the Council and will submit the same signed and attested by the proper officers of the Council and myself. At the time I submit the bill I will furnish a full statement of its purposes,

Wright, #2.

the circumstances under which it was passed and approved, etc.,
together with whatever recommendations I think proper to be made by
me in the premises.

Very respectfully,

Prin. Chief, Choctaw Nation.

In reply please refer
to the following:

DEPARTMENT OF THE INTERIOR,

INTRUDER CASE UNITED STATES INDIAN SERVICE,
Choctaw 989-1908.

UNION AGENCY,

Oklahoma,
MUSKOGEE, ~~XXXX~~, January 16, 1908.

Patsey Fulsome,
c/o George W. Scott,
Kintan, Oklahoma.

Madam:-

In re Choctaw Intruder Case 989, in which you are plain-
tiff and George W. Lewis et al. defendants, for the possession
of certain lands allotted to you in the Choctaw Nation, for
which you filed complaint.

You are advised that this matter was recently investi-
gated by a representative of this office, who, under date of
January 11, 1908, reported that he visited the lands, and
found one D. C. Broomfield in possession and holding same under
verbal contract with you. He states that the defendants Lewis
and Fanning, who are the parties against whom you filed the
complaint, are not in possession, and that Broomfield is now
a tenant of yours.

The case has accordingly been dismissed from the records
of this office, as it seems that you are in possession of the
lands by your tenant.

Very respectfully,



UNITED STATES INDIAN AGENT.

WWB-(MR)

Kinta, Okla., Jan. 13, 1908.

Hon. E.T. Sorrells,
Guthrie, Okla.

My Dear Sir:--

I am in receipt of your letter of Jan. 8, 1908, in which you state that you are interested in the location of some State School Institutions that are to be located by the present legislature, and especially those that are to be located in the eastern part of the state and you say that you are hopeful of getting one of these institutions for LeFlore county and you favor Tuskahoma as a locality. I am indeed glad to know that you are taking the interest you are in this matter and, if there is anything that I can do, either officially or in my individual capacity, to assist you, I assure you now of my willingness to do so.

As regards the National buildings of the Choctaws located at Tuskahoma and the Tuskahoma Female Institute near the same place, will say that it is my understanding that the present law attaches authority to the Secretary of the Interior to dispose of these buildings, and such other of these public buildings, in such manner as he may deem best for the interest of the tribe. I have thought, and think yet, that someone, more than likely the Secretary of the Interior, will be authorized to dispose of these buildings whenever the opportunity presents, as I realize that such buildings can be used only for particular purposes and about the only purchasers we would have for such buildings would be the state or counties of the state; and whenever either the state or the counties find use for the buildings, or any of them, and indicate a desire to

Sorrels, #2.

purchase the same we should be in a position, or someone authorized to act for us, to sell such buildings and not run the risk of losing an opportunity to dispose of them to the interest of the tribe.

I shall investigate the law on this subject and, if it is not such as will authorize a disposition of these buildings at the convenience above suggested, I will not hesitate to lay the matter before the authorities of the Federal Government, with the request that it be so changed, if necessary, to meet the demands of the situation.

Very respectfully,

Prin. Chief, Choctaw Nation.

Kinta, Okla., Jan. 13, 1908.

Hon. J.G. Wright, Commissioner,
Muskogee, Okla.

Sir:--

Acknowledging receipt of your letter of Jan. 8th., 1908, wherein you state your office had received certain Choctaw warrants in favor of E.L. Hickman and Peter J. Hudson in payment of services as delegate and sepcial delegate, respectively, to Washington and you say further that before approving these warrants it will be necessary for you to have official advice that they have actually been appointed and the date that they entered on duty. You are advised that Mr. E.L. Hickman was appointed to succeed Mr. D.C. McCurtain, whose resignation was tendered to take effect Oct. 1st., 1907, therefore, Mr. Hickman's appointment dates from Oct. 1st., 1907; Mr. Peter J. Hudson was appointed special delegate Nov. 15th., 1907.

In this connection, I desire to state further that Mr. Hudson will be paid for his services as special delegate during the time he is actually engaged in such service, which is, as I recollect it, according to the act of the Council authorizing his appointment, which said act has been approved by the President as I have been advised. I have, also, made allowance to Hudson to resume his duties as auditor while not actively engaged as special delegate; of course while acting as delegate he will not receive the auditor's salary, and vice versa, while acting as auditor he will not receive the delegate's salary. I favor this arrangement for two reasons; first: Mr. Hudson, by reason of his experience, is the best qualified man to discharge the duties before him; second: using Mr. Hudson in the dual or double capacity without

Wright, #2.

double pay is a saving of that much to the Nation in the way of salary, which is certainly not objectionable to the Nation and I do not believe it will be objectionable to the department.

I have made this explanation in order that your office may understand the situation where Mr. Hudson receives warrants as auditor for one time and warrants as National Delegate for another time.

Very respectfully,

Prin. Chief, Choctaw Nation.

XXXXXXXXXXXXXXXXXXXX

McAlester, Okla., Jan. 21, 1908.

Hon. J.G. Wright, Commissioner,
Muskogee, Okla.

Sir:--

The Committee or Commission on the part of the State created by the Constitutional Convention of Oklahoma to investigate and report to the legislature upon the proposition of the State buying the segregated coal lands and deposits belonging to the Choctaws and Chickasaws, I do not know its official designation, met in open session at this place January 14th.

Governor McCurtain, as I am informed, was requested to meet the State Committee as the Committee desired to meet a representative of the tribes (Choctaw and Chickasaw I presume) for the purpose of ascertaining the feeling of the Indians towards selling the coal properties to the State. To this request I understand the Governor replied, disclaiming any legal authority to represent the tribe in the matter of the sale of the coal and asphalt lands and deposits on account of the fact that at present the disposition of said properties is committed by law to the exclusive control of the Federal Government; but he indicated a willingness to meet the State Committee informally, designating Mr. E.L. Hickman, Choctaw Delegate, and Mr. Peter J. Hudson, Special Choctaw Delegate to Washington, D.C., to represent the Choctaw Nation in this informal

Wright, #2.

and unofficial meeting.

On the 12th., day of January I received a telegram, as follows:

"Kinta, Okla., Jan. 12

D.C. McCurtain,
McAlester, Okla.

Please give such instructions to Hickman and Hudson as you wish. Have stenographer take down proceedings of the conference. Have Hudson come by on his way back.

(Signed) Green McCurtain."

Messers. Hickman, Hudson and I went into conference soon after their arrival here and after mature consideration our unanimous conclusion was that the Choctaw delegates should reduce their views to writing and file the same with the State Committee. The following statement was filed:

"McAlester, Okla., Jan. 14, 1908.

BEFORE THE SEGREGATED COAL AND ASPHALT LANDS
COMMISSIONS CREATED BY THE CONSTITUTIONAL CON-
VENTION OF THE STATE OF OKLAHOMA.

Mr. Chairman and Gentlemen of the Committee:

We have prepared and agreed upon the following statement which we desire to file with your commission as defining our position before you and expressing our views upon the subject-matter of this conference or meeting:

I. We do not come before you as representatives of the Choctaw Nation with any authority in the matter of the disposition of the coal and asphalt lands belonging to the Choctaw and Chickasaw tribes, for the good and sufficient reason that the disposition of such lands is within the exclusive control of the Federal Government and no one is authorized on the part of the tribes to take any action whatever at this time.

For the ready information of your commission, and for the purpose of explaining fully and satisfactorily to you our position, we respectfully quote the only authority that ever existed for the appointment of representatives on the part of the tribes in the matter of the sale of the coal and asphalt lands and deposits. The Supplementary Agreement, which first authorized the sale of said lands and deposits, provided, as to representatives on the part of the tribes, that:

All lands (coal and asphalt) segregated and reserved

Wright, #3.

x x x x shall x x x x be sold 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 upon the recommendation of the Governor of the Chickasaw Nation who shall be a Chickasaw by blood. x x x x x x x.'

By the Act of April 21, 1904, the manner of sale of the coal lands was changed so as to sell the unleased lands upon sealed proposals instead of at public auction, and all leased lands were withdrawn from sale. As to representatives on the part of the tribes, however, practically the same provision contained in the supplementary agreement was carried into said Act of April 21, 1904, as follows:

'Provided, That the President shall appoint a commission of three persons, one on the recommendation of the Principal Chief of the Choctaw Nation, who shall be a Choctaw by blood, and one upon the recommendation of the Governor of the Chickasaw Nation, who shall be a Chickasaw by blood, which commission shall have a right to be present at the time of the opening of bids and be heard in relation to the acceptance or rejection thereof'.

Under the Acts of Congress above referred to Thos. E. Sanguin was appointed on the part of the Choctaw Nation, and Walter Colbert was appointed on the part of the Chickasaw Nation, as we are informed. Sanguin and Colbert are the only persons who ever represented the Choctaw and Chickasaw Nations in the matter of the sale of the coal and asphalt lands and deposits, and their authority terminated upon the withdrawal of the coal lands from sale by the Act of Congress of April 26, 1906, as follows:

'That all coal and asphalt lands whether leased or unleased shall be reserved from sale under this Act until the existing leases for coal and asphalt lands shall have expired or until such time as may be provided by law.'

Hence, our conclusion, as above stated, that no one is authorized on the part of the tribes to take any action whatever at this time in relation to the disposition of the coal and asphalt lands and deposits belonging to the Choctaws and Chickasaws. And our appearance before you here and now must be in our capacity as private individuals, members of the Choctaw tribe of Indians, and it is in this capacity that we greet you.

2. We understand it to be your duty under your appointment by authority of the Constitutional Convention of the State of Oklahoma to investigate the extent and value of the coal and asphalt lands belonging to the Choctaw and Chickasaw tribes and to report the result of your investigation back to the State with your recommendation as to the purchase of said lands by the State. Proceeding upon this understanding of your mission here, we would respectfully invite your attention to the statements of Mine Inspector Cameron and Coal Trustee Tucker as contained in Vol. I of the report of the Senate Committee that visited the Indian Territory in the latter part of the year 1906. These statements

Wright, #4.

are made by officials of the Government who are charged with the duty of looking after the mining interests of the tribes and of keeping a correct record thereof, and while their idea as to the extent of the unleased mineral land is more or less conjectural, as is also their estimates of the value of the entire field, yet it is more than probable that their judgment of these matters is better warranted than that of any other disinterested parties having a knowledge of the coal and asphalt lands of this country. We, therefore, commend to your investigation and consideration the statements of Mr. Cameron and Mr. Tucker.

3. As to the feeling of the Indians towards the matter of the State buying these coal lands, we do not profess to know that, nor do we think anyone else is prepared to speak for the tribes on this question, for that sentiment has never been polled. But speaking our judgment, based upon the nature of the probable transaction, we should say that it is not a matter of sentiment with the Indians but a matter of business, and they would, as we think they should, favor that purchaser which will pay them the most for their property.

4. As to whether the Indians would be willing to join the State in an effort to induce Congress to permit the sale of the coal and asphalt lands to the State, we must give a qualified answer. If it is expected to ask that the State be permitted to buy these lands exclusive of any other bidders, then the very interest the tribes have in getting as many bidders as possible for these lands makes it our plain duty to answer, No. If it is expected to ask that the State may enter the field as a competitive bidder, then we answer, Yes, and welcome.

In conclusion, we desire to state that if your commission wishes to submit any propositions affecting the Choctaws we will receive them and communicate the same to our Principal Chief and under his directions present the same to the proper authorities of the Federal Government with proper recommendations.

Respectfully submitted,

(Signed) E.L. Hickman.
Choc. Delegate to Washington, D.C.

(Signed) Peter J. Hudson.
Spec. Choc. Del. to Washington, D.C. "

Mr. J.F. McMurray, of the firm of Mansfield, McMurray & Cornish, and Cecil A. Lyon, of Texas, went before the State Committee, and upon being asked how long they had represented the tribes in the sale of the coal lands, Mr. McMurray replied that they had been representing the tribes since 1905, and he gave dates as to contracts he had with both the Choctaw and Chickasaw tribes and also dates

Wright, #5.

of the acts of the council and legislature of the Choctaw and Chickasaw Nations, respectively, authorizing said contracts.

Whether Mr. McMurray filed these contracts and council acts with the State Committee or not, I do not know. But I presume that he presented the contracts and the council acts authorizing the same as a basis of his claim that he represented the tribes in the matter of the disposition of the coal and asphalt interests belonging to the Choctaws and Chickasaws. If this be the basis of his right or claim of right to represent the tribes, I want to take issue with that on behalf of the Choctaws, and would state-

First: That the Act of the Council under which he claims a contract with the Choctaws is of no validity for the reason that said Act of the Council has never been approved by the President of the United States as required by Section 29 of the Act of Congress approved June 28, 1898 (50 Stats. 495), as follows:

"It is further agreed that no act, ordinance, or resolution of the council of either the Choctaw or Chickasaw tribes, in any manner affecting the land of the tribe, or of the individuals, after allotment, or the moneys or other property of the tribe or citizens thereof (except appropriations for the regular and necessary expenses of the government of the respective tribes), x x x x x, shall be of any validity until approved by the President of the United States."

Second: At the time said contract was made with Mansfield, McMurray & Cornish and Cecil Lyon to represent the tribes in the disposition of the coal and asphalt lands, the Choctaws and Chickasaws had representatives for that purpose appointed by the President of the United States under the Acts of Congress approved July 1, 1902, and April 21, 1904, as follows:

"All lands (coal and asphalt) segregated and reserved x x x x shall x x x x be sold 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

Wright, #6.

shall be a Choctaw by blood, and one upon the recommendation of the Governor of the Chickasaw Nation who shall be a Chickasaw by blood. x x x x x x." (Act of 1902.)

"Provided, That the President shall appoint a commission of three persons, one on the recommendation of the Principal Chief of the Choctaw Nation, who shall be a Choctaw by blood, and one upon the recommendation of the Governor of the Chickasaw Nation, who shall be a Chickasaw by blood, which commission shall have a right to be present at the time of the opening of bids and be heard in relation to the acceptance or rejection thereof." (Act of 1904.)

T.E. Sanguin and Walter Colbert were nominated, respectively, by the Principal Chief of the Choctaw Nation and the Governor of the Chickasaw Nation and were appointed by the President under the acts of Congress above quoted, and they were the only representatives the tribes ever had in the matter of the sale of their coal and asphalt lands; they continued as such representatives of the tribes until the passage of the Act of Congress of April 26, 1906, withdrawing said coal lands from sale, as follows:

"That all coal and asphalt lands whether leased or unleased shall be reserved from sale under this Act until the existing leases for coal and asphalt lands shall have expired or until such time as may be provided by law."

With the passage of the Act of April 26, 1906, supra, all authority for the sale of the coal and asphalt lands of the tribes ceased to exist, and with it, of course, ceased the legal existence of tribal representatives in the matter.

Furthermore, I am informed by Governor McCurtain himself that he declined to give Mr. McMurray written authority to represent the Choctaws before the State Committee. Governor McCurtain also advised the Chairman of the State Committee that Hickman and Hudson were the representatives and the only representatives with any authority at all to represent the Choctaws in the meeting with the State Committee. Governor McCurtain further informs me that he

Wright, #7.

has directed that the Act of the Council authorizing the contract with Mansfield, McMurray & Cornish and Cecil Lyon be submitted for Executive action. When the Governor submits said act he will accompany same by a statement in full giving the history of the passage of the act, the making of the contract, etc., for the information of the Department. While the Governor signed the act of the council and made the illegal contract in pursuance thereof, his conduct in refusing to recognize said act and contract as being of any validity until approved by the President, and his submitting the same for the President's approval, are entirely consistent with the very best of faith and good intentions on his part. I do not make this statement as a necessary defense of the Governor, for he needs no defense at the hands of anyone -his letter transmitting the act for Executive action will fully justify his course.

Objection to this contract does not rest solely upon its illegality or invalidity, but the contract itself is opposed to all the principles and considerations of equity and good conscience. In the first place, it is not right that these Indians should be required or even permitted to give away ten per cent or any other amount of their substance to sell it; nor is it necessary that they should do so. It is inconceivable that the United States Government would allow anyone to make a commission out of a sale of the property of its Indian wards, and especially in a sale that is to be under the direction of the Government itself. The contract which Mansfield, McMurray and Cornish and Cecil Lyon claim to have with the Choctaw and Chickasaw Nations for the sale of the coal properties belonging to the tribes is, as I understand, for ten per cent of the proceeds of the sale. When it is considered that

Wright, #8.

these properties of the tribes are estimated to be worth from ten to one hundred million dollars the very amount agreed upon as compensation to Mansfield, McMurray & Cornish and Cecil Lyon makes the contract unconscionable.

The contingent character of the contract made with the tribes by Mansfield, McMurray & Cornish and Cecil Lyon brings it under the ban pronounced by the Courts against such contracts. The Supreme Court of the United States speaking to this question said: "Agreements for compensation contingent upon success, suggest the use of sinister and corrupt means for the accomplishment of the end desired. The law meets the suggestion of evil and strikes down the contract from its inception." The fact, too, that this contract affects property of the tribes which is under the administrative control of the Government and is subject to legislation by Congress makes it repugnant to the principles of public policy. And concerning contracts that involve the procuring of legislation the same high court says: "It has been asserted in cases relating to agreements for compensation for procuring legislation. These have been uniformly declared invalid, and the decisions have not turned upon the question whether improper influences were contemplated or used, but upon the corrupting tendency of the agreements. Legislation should be prompted solely from considerations of the public good, and the best means of advancing it".

As bearing on the action of J.F. McMurray and Cecil Lyon in appearing before the State Committee, I enclose herewith a few clippings which are of interest as showing an effort to create the impression that McMurray and Lyon are the representatives of the tribes in the sale of the coal and asphalt properties belonging

Wright, #9.

to the tribes.

In conclusion, I desire to record my opposition to the Mansfield, McMurray & Cornish - Cecil Lyon contract, and I do so both as a member by blood of the Choctaw tribe of Indians and as their legal representative. I believe the Government should by proper proceeding require the surrender and cancellation of this contract in order that it may never be used to harrass the Indian people or their property.

Very respectfully,

D. C. W. Curstain

Gen'l. Atty., Choctaw Nation.

DCM:MG.
Enc.

List of Newspaper clippings
sent to Commissioner Wright in letter of
Jan. 21, 1908.

McAlester Daily Capital, Jan. 15, 1908.

McAlester Daily News, Jan. 15, 1908.

McAlester Daily News, Jan. 14, 1908.

McAlester Daily Capital, Jan. 14, 1908. (?)

KINTA, OKLA., January 27, 1908. 190

Hon. Thos. D. Ainsworth,
Spiro, Oklahoma.

Dear Sir:

I am in receipt of yours of the 22nd inst in which you express a willingness to become plaintiff in the tax suit in case it is decided to bring the same in LeFlore county, and the same has been referred to McCurtain & Hill. I hope that it will not be necessary to bring you into court, and I would gladly assume this responsibility myself if I could. I am advised by McCurtain & Hill that Attorney General West rendered an opinion some time ago at the request of the Governor in which he held that all lands from which the restrictions had been removed were subject to taxation. Of course this decision was to be expected from a State officer, but that does not mean that the courts will hold that way.

Very truly yours,

KINTA, OKLA., ~~January 27, 1908.~~ ¹⁹⁰

Hon. Peter J. Hudson,
Washington, D.C.

Dear Sir:

I have just received a copy of the bill introduced by Senator Owen closing up the affairs of the Five Civilized Tribes, and I have also seen a number of newspaper references to the same. The sale of the coal lands is a thing the Choctaw people have been ^{and} are still demanding, and they want their money out of it as soon as possible. I notice that this bill provides for the sale of the coal lands, or the mineral as well as the surface, and while I have had no opportunity to examine this bill carefully I do not want the Choctaw Nation or myself placed in a position of antagonizing something that the people may want. I am giving the matter careful consideration, and advising with other citizens, and will advise you shortly. In the mean time do not commit me either for or against the bill. Please keep me fully advised as to the situation.

Very respectfully,

Principal Chief Choctaw Nation.

STATEMENT OF RECEIPTS AND DISBURSEMENTS OF THE
 TRIBAL FUNDS OF THE CHOCTAW NATION,
 FOR THE SECOND QUARTER, 1908,
 ENDING DECEMBER 31, 1907.

- - - - -
 RECEIPTS.

Royalty, Coal, - - - - -	\$43,769.02
" Asphalt, - - - - -	387.01
Pipe Line Damages, - - - - -	1,530.37
Grazing Fees - - - - -	119.25
Rental on segregated coal and asphalt lands - -	1,801.73
Condemned Lands for R.R. purposes - - - - -	744.41
Sale of seized timber - - - - -	103.45
Town Lots - - - - -	-71,748.17
	<u>\$120,203.41</u>
Less exchange	1.50
Net amount deposited	<u>\$120,201.91</u>

DISBURSEMENTS.

Expenses a/c Roads - - - - -	\$690.40
" " Grazing fees and rentals on segregated lands, - - - - -	999.04
" " Telephone right of way - - - - -	95.63
Town Lot per capita payments and expenses - -	<u>7,794.25</u>
Total Disbursed	<u>\$9,579.32</u>

In reply please refer
to the following:

Accounts;

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNION AGENCY,

MUSKOGEE, IND. T., January 27, 1908.

Oklahoma

Hon. Green McCurtain,
Governor, Choctaw Nation,
Kinta, Okla.

Sir:

Enclosed you will find statement of receipts
and disbursements of the tribal funds of the Choctaw Nation
for the quarter ending December 31, 1907, as per Departmental
instructions.

Very respectfully,

Dana Kelsey
United States Indian Agent.

DB.(MLS)
Encls.

COPY.

Kinta, Okla., Jan., 28, 1908.

Mrs. Sarah Kirk,
Garvin, Okla.

Dear Madam:

Your letter of December 7th, 1907, was duly received. And I do not want you to think that the delay in my answer is due to a lack of interest in the duties and affairs of my office, but will say in explanation of the long delay that my health has been such that I have been compelled to neglect much of my correspondence-- a thing which I dislike very much to do.

As to whether or not you would have to institute separate suit to protect your rights or not, that is a technicality which I confess I am unable to answer with any definiteness. I would say, however, as a matter of strict procedure, I should think that a mandamus to the Secretary would have to issue in each and every case, as the remedy is an extraordinary one, and that would, of course, necessitate separate suits. But it is possible, and I think probable, that if the pending cases should be decided against the Secretary that his action in all other similar cases would be made to conform to the judgment of the court in the adjudicated cases.

Yours very respectfully,

Green McCurtain
Prin. Chief, Choctaw Nation.

COPY.

Kinta, Okla., Jan., 28, 1908.

Hon. James E. Humphrey,
Ardmore, Okla.

My dear Sir:

I beg to acknowledge receipt of your letter of the 9th inst., and also your very able brief in the Betty Ligon case, and I desire to assure you that I appreciate your courtesy in this.

I have read your brief with quite a great deal of interest, and while I am not learned in the law and its refinements, yet I do know enough about conditions and the purpose and intentions of Indian treaties to be able to say that you have, indeed, handled the subject well.

Yours very truly,

Green M. Curtain
Prin. Chief, Choctaw Nation.

COPY.

Kinta, Okla., Jan., 29, 1908.

The Secretary of the Interior,
Washington, D.C.

Sir:

I notice since the re-convening of Congress after the holiday recess Indian matters are receiving considerable attention in that body. And I notice also with considerable satisfaction and pleasure that matters of Indian legislation are receiving your careful personal attention.

I fear very much that I will be unable to visit Washington this winter on account of ill health, but I will have representatives from the tribe there in the persons of Mr. E. L. Hickman and Mr. P. J. Hudson, trustworthy young men of Indian blood, who will be ready at all times to assist the Department in whatever way they can towards securing proper legislation for the tribes.

I suppose Mr. Wright, Commissioner to the Five Civilized Tribes, will return to Washington this winter, and I may say I hope so. The Indian people regard Mr. Wright as a dutiful officer and a friend, and knowing his knowledge of local conditions we would like to see him in Washington during the consideration of Indian legislation in Congress.

The Department, Mr. Secretary, must still look after the Indians notwithstanding we have representatives from this country in Congress.

Very respectfully,

Prin. Chief, Choctaw Nation.

THE ANTI-SALOON LEAGUE OF OKLAHOMA

REV. E. C. DINWIDDIE

STATE SUPERINTENDENT
TELEPHONE 1199

HEADQUARTERS OFFICE
415-417 BALTIMORE BLDG.
OKLAHOMA CITY, OKLA.

HON. A. S. MCKENNON
PRESIDENT

REV. J. M. MONROE, 1ST VICE-PRES.
REV. A. GRANT EVANS,
2ND VICE-PRES.

REV. THOS. H. HARPER, TREAS.
H. T. LAUGHBAUM, ATTORNEY

REV. E. M. SWEET, JR.
SUPERINTENDENT EASTERN DISTRICT
MUSKOGEE, I. T.
TELEPHONE 80 F

REV. J. J. THOMSON
SUPERINTENDENT WESTERN DISTRICT
OKLAHOMA CITY
TELEPHONE 430

REV. M. PORTER, SECRETARY

Oklahoma City, Okla., Jan. 30, 08.

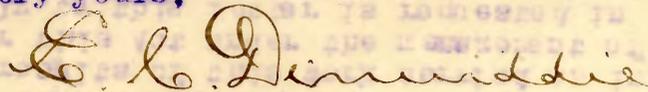
Mr. Green McCurtain,

Kinta, Okla.

My dear Sir:

The Indian Appropriation Act of June 21, 1906 contained a provision appropriating twenty-five thousand dollars to enable the Commissioner of Indian Affairs, under the direction of the Secretary of the Interior, to take steps to suppress the liquor traffic in the Indian country. Of this amount fifteen thousand dollars was to be used exclusively in the Indian Territory and Oklahoma. The Act approved March 1, 1907, making appropriations for the Indian work for the fiscal year 1908, appropriated the same amount. The work in the Indian Territory and Oklahoma under the provisions of the Act has been carried out by special officer William E. Johnson. We believe that this work has been successful and fraught with much good, and Congress is now considering the matter of increasing this appropriation so as to more adequately protect the Indians in the larger fields of the west. It would be very helpful, therefore, if you would write me your observations of the results of this work carried on in the Indian Territory under this Act under the management of Mr. Johnson. A quick reply to this letter is requested in order that facts may be laid before the proper congressional committees. Please address me at Bliss Building, Washington, D. C.

Very sincerely yours,



Superintendent.

McCurtain & Hill,
Lawyers,
South McAlester, Okla.

McAlester, Okla., Feb. 4, 1908.

Governor Green McCurtain,

Kinta, Okla.

Dear Father:-

I suppose you will be somewhat surprised to hear from me under a McAlester date line as I have several times faithfully promised to go to Texas and at once.

Mr. Hill just returned from Washington City this morning and makes report of matters there which I feel that I should communicate to you. He went there, as you know, for the purpose of cross-examining some of the plaintiff's witnesses in the Winton case, but after his arrival the plaintiff's attorney did not seem at all anxious to take the depositions and consequently no depositions were taken at this time. Mr. Hill has arranged, however, with the Department of Justice that no consent be given on the part of the Government for taking depositions until such time as the Nation's counsel can be present, which will probably be sometime in March.

Mr. Hill, also, saw the Pardon Attorney with reference to the McGilberry matter, and he learns that those papers have not been taken up by the Department of Justice since the reference of the matter to Judge Rodgers and District Attorney Barnes. The Pardon Attorney informed Mr. Hill that there were about sixty cases ahead of the McGilberry case and, unless there was some special reason for doing so, he would not take up this case out of the regular order; and, as it is sometimes bad policy to crowd these matters, Mr. Hill very properly consented that the matter should be

Governor McCurtain, #2.

taken up in due course. It is our expectation that Mr. Hill will be able to take this matter up and consider it with the Pardon Attorney and probably secure final action thereon when he returns to Washington in March. While we appreciate the fact that there is always disappointment in delay, yet we consider the matter of a month or six weeks as so short a time that we should not quibble with "the powers that be" to avoid a little inconvenience. Mr. Hill says that the manner of the Pardon Attorney indicated that he did not feel unkindly towards us in the conduct of this matter before the Department, and he rather thinks that our willingness to let matters proceed along the lines of their regular order in this case will be a benefit to the boys. We shall write Abel McGilberry from here advising him the status of the case and the progress that has been made therein.

Mr. Hill says that the Department has been looking for me to return to Washington, but upon being informed that the condition of my health will not permit me to return there this winter, there seems to be no objection on that account. Mr. Hill is of the opinion, however, that someone representing the Choctaw Nation should be in constant attendance there and especially during the consideration of the matters of Indian Legislation. In this view I concur with Mr. Hill, and only regret my inability to be there at this time. Delegates and representatives from the other tribes, excepting the Chickasaws, are there, and the Department does not quite understand why the Choctaws are not represented. I would, therefore, suggest that you communicate with Hickman and request that he proceed to Washington at his very earliest convenience. Peter Hudson will, I suppose, return to Washington as soon as the health

Governor McCurtain, #3.

of his family will permit. Mr. Hill will go back to Washington in March for the purpose of cross-examining various witnesses in the Winton case, and it is the opinion of some of the Department officers that one member of our firm should be there as much as we can. When Mr. Hill goes back, he will go prepared to stay such length of time according as his presence there may be required and, if at that time it becomes necessary for either Mr. Hudson or Mr. Hickman, or both of them, to return home, it will be convenient for them to do so as Mr. Hill will, while there, look after the interests of the Nation for them.

I will say, if you have any correspondence that you desire to send to me and will mail it to me here, I will leave instructions in the office for it to be forwarded to me at my address in San Antonio, Texas, as soon as I am located. So you need not await hearing from me to forward any matters to me that you may desire.

Your son,

A. McCurtain

DCM:MG.

EXECUTIVE OFFICE, CHOCTAW NATION
GREEN MCCURTAIN, PRINCIPAL CHIEF

gms

Kinta Oklahoma February 10, 1908.

Honorable James R. Garfield,
Secretary of the Interior,
Washington D. C.

Sir:

I have your letter of the fourth instant:

Replying with reference to a conference with Mr. Hickman and Mr. Hudson, have to say that they are at this time in your city and that I have written Mr. Hudson to confer with reference to the matter of the ~~re~~employment of the firm of Mansfield McMurray and Cornish, with you. *in those special cases.*

Very respectfully.

Green McCurtain
Principal Chief Choctaw Nation.

gms

Kinta Oklahoma February 10, 1908.

Honorable J. Geo. Wright,
Commissioner,
Muskogee Oklahoma.

Sir:

I have your letter of the 9th instant, with reference to the reemployment of Mansfield McMurray & Cornish, wherein you direct my attention to the request of the Secretary of the Interior that I come to Washington in person or send a representative for a conference in the matter. In reply I have to say that I am not able to leave home at this time, but that Messrs. Hickman and Hudson are in Washington City at this time and suggest that the Secretary call them in for a conference in the matter.

I have written Mr. Hudson our special delegate, that, under the law the Secretary has the right to employ attorneys for the nation and that I have no objection to the ~~re~~employment of Mansfield McMurray and Cornish. *on those special cases.*

Very respectfully.

Green McCurtain
Principal Chief Choctaw Nation.

was his duty notify them.

So ^{this} you will inform you that
there is nothing in this news
paper report, and Hudson also
tells me that any restriction
is plenty, but Hudson is
against any bill that tends
to remove the restriction
full blood and owner's attachment,
and he tells me the sentiment in
Washington among the members
are inclined to making final
settlement with the five tribes
and get them out of the way,
and that is one thing I am anxious
to see done right away, as to
our finance he will report
later. your friend Green Mountain

Delegates send a
report of our finances, or
have they registered it?
I am anxious to hear
so will see as soon as
possible

Yours Truly

Wm Wright

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,

Accounts

UNION AGENCY,

Muskogee, Oklahoma. Feb. 29, 1908.

Green McCurtain,

Kinta, Okla.

Sir:

I respectfully hand you herewith my official check in payment
of tribal warrant as indicated below:

<u>Check No.</u>	<u>Amount.</u>	<u>Kind of Warrant.</u>
558799	\$300.00	Choctaw

Respectfully,

Samuel H. T. [Signature]
United States Indian Agent.

MPB-Form 109

Enclosure, money

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,

Accounts

UNION AGENCY,

Muskogee, Oklahoma. Feb. 29, 1908.

Green McCurtain,

Kinta, Okla.

Sir:

I respectfully hand you herewith my official check in payment
of tribal warrant as indicated below:

<u>Check No.</u>	<u>Amount.</u>	<u>Kind of Warrant.</u>
558786	\$500.00	Choctaw

Respectfully,



United States Indian Agent.

MPB-Form 109

Enclosure, money

LEASE CONTRACT.
TIREY & ENGLAND,

This contract made and entered into this 3rd day of March 1908
THE ONLY CASH STORE IN THE TOWN
by and between Patsey Freeman Nee Folsom and Lem Folsom her husband
parties of the first part, and W.T. Richison party of the second part

WITNESSETH: That the parties of the first part for and in
consideration of the sum of Thirty-six dollars to be paid annually,
does does hereby rent and lease to the siad party of the second part
the following described lands to, wit: the North west quarter of the
southeast quarter of Section One Township Eight North, Range Nine-
teen east, in the CHstate of Oklahoma, and in Haskell county, compr-
ising Forty acres, more or less as shown by the government survey
thereof, for and during the term and period of Four years.

The said party of the second part further agrees that he will
during the continuance of this lease clear and put into a good
state of cultivation all of the ballance of the siad tract of land/
and place a good and sufficient fence around same, and that he will
turn over to the said parties of the first part said premises, at
the termination of said lease, free and unincumbered.

In Witness whereof we have signed and executed this contract
in duplicate, this March 3, 1908.

Patsey x Folsom
Lem x Folsom
W.T. x Richardson

State of Oklahoma)
(ss
Haskell County)

On this 3, day of March, 1908 appeared before in person
Patsey Freeman Nee Folsom and Lem Folsom and acknoweledged to me
that they had signed the above lease contract for the purposes there
in set forth as their free and voluntary act and deed.

In Testimonw Whereof I have hereunto set my hand and
official seal this 3, day of March 1908.

witness J. B. Pulse *G. F. ... J. P.*

D. C. McCURTAIN.

E. P. HILL.

McCurtain & Hill,
Lawyers,
South Mc Alester, I. T.

San Antonio, Tex., Mch., 7, 1908.

Gov. Green McCurtain,
Kinta, Okla.

Dear Father:

I write to advise you that I am just in receipt of a letter from Hill in response to my telegram to him and Hudson, to oppose amendment to Indian Appropriation Bill abolishing tribal governments, and Hill says that is a mistake; he had a talk with Curtis and he informed Hill there was nothing in the Bill affecting the tribal governments. Hill told Curtis of my telegram.

It seems that there is a great stir on account of the Ballinger charges of bribery against Mansfield, McMurray, etc., and the Citizenship Court. Peter and Hill appeared before the sub-committee on this bill as proposed by Ballinger. Hill writes me that the bill may be favorably acted upon by the sub-committee, but that there is absolutely no chance whatever of it ever becoming a law.

In regard to the Owen case, I have already written Hill and told him to search the records of the Department on each and every item of legislation affecting the Mississippi Choctaws; I think he will find that the most, if not all the legislation which has been enacted respecting the Mississippi Choctaws was done on recommendation of the Department or the Commission to the Five Civilized Tribes. If we can prove this, as I am inclined to believe we can by the records of the Department, then the basis of Owen's claim will be knocked out. I am very anxious to defeat this suit, as I am in fact anxious to defeat all suits pending against the Choctaw Nation.

I suppose you will and have already received the letter addressed to Gore concerning the abolishment of the tribal government. It is well enough to line up all the forces we can against that proposition, even if a little in advance so that we will be strong whenever it is raised, and may discourage the raising of that question in that way.

At any time anything arises which you think should receive my attention you let me know right away, even if you have to do so by telegraph, and I will give it prompt attention. Peter informs me that Hickman has not returned to Washington yet. I think you had better keep Peter there until all Indian legislation is disposed of.

I am feeling tolerably well, believe I could make it all right in Oklahoma during the summer, and if I had a house at Kinta where I could spend the most of my time in the country, outdoor life, I would be in pretty good shape. However, as I am here now suppose I will stay in this or probably the Arizona climate until next summer.

Your son,

D. McCurtain

110 W. Cypress St.

THIS Indenture , Made and entered into on this March 9, 1908
By and between George W Scott, of Kinta Oklahoma, party of the first
part and E. C. Gilliam of Sans Bois Oklahoma party
of the second part,

WITNESSETH that the said party of the first part for in con-
sideration of the covenants of the said party of the second part
hereinafter set forth, dose by these presents rent to said party
of the second part, agricultural purposes only the
folling described tract of land lying and being within Haskell coun-
ty Oklahoma to-wit: Tract in Sans Bois farm on east end
and containing 30 acers more or less, as the case may be, for the
full term of one year from January 1, 1908.

And the said party of the second part , in consideration of said
premises as above set forth , covenants and agrees with the party
of the first part, to pay the firts party as rental for the same ,
one-third of all the corn gathered and delivered in cribs or pens
on the land , allowing first party the option of furnishing one hand
to assist in gathering the said corn and that he will pay one-fourth
of all cotton gathered and delivered at gin in Kinta and not else-
where that he will plant 15 acers in cotton and 15 acers in corn
and that he will cultivate said land in farmer like manner and that
he will allow first party customary price for help in cultivating
the said land , in the event he should not cultiate the same properly
such prices or wages to be paid out of the crop and out of the second
part share of the same, that he will allow the use of the stalk field
after crops are gathered to first part exclusively and that he
will not allow his stock to be pastured, staked or hered on the
inside of the enclosure containing the above described tract of land

IN TESTIMONY WHEREOF ? the parties of the first and second ~~###~~
parties have hereunto set their hands and affixed their seals the
day and year first above written.

Witnesses
W. H. Jones (SEAL)
J. A. Stafford (SEAL)

George W. Scott (SEAL)
E. C. Gilliam (SEAL)

A C K N O W L E D G E M E N T .

State of Oklahoma
Haskell County , S S.

BE IT REMEMBERED? that on this day came before me,
the undersigned, a Notary Public within and for the state of Oklahoma
county of Haskell aforesaid , duly commissioned and acting as such
George W Scott and E. C. Gilliam T to me personally well known
to be the identical parties who signed within and foregoing
rental contract and stated that they had excuted the same for the
consideration and purposes therein mentioned and set forth as their
free voluntary act and deed and I do hereby so certify.

WITNESS my hand and seal as such Notary Public on this .

March 9 1908.

[Signature]
Notary Public.

My Commission expires Feb. 22, 1909

UNITED STATES PENITENTIARY, LEAVENWORTH, KANSAS.

TO THE PERSON RECEIVING THIS LETTER:—Do not come to visit prisoners on Sundays, Washington's Birthday, Lincoln's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas or Saturday afternoon. **You will not be admitted.** Parties corresponding with prisoners must carefully comply with the following directions, Viz:—**Write plainly in the English Language only.** Confine yourself strictly to family or business affairs. Correspondence about criminal and indecent matters will not be tolerated. In addressing letters and newspapers, **write the prisoner's full name and register number plainly in ink on the envelope or newspaper wrapper in order to insure the prisoner receiving them.** All letters and newspapers improperly addressed will be returned to the Postoffice. Do not write anything on newspapers, magazines, books, etc. Postage stamps and stamped envelopes will not be admitted. Postage stamps are furnished by the Government. Daily and weekly newspapers of a respectable character, magazines, religious papers and books, family photographs, comb, brush, tooth powder or soap, tooth brush, small hand mirror, suspenders and plain white handkerchiefs are admitted during the prisoner's good conduct. In sending letters, newspapers, books, etc., use postage stamps enough to insure delivery. All letters, papers, books, magazines, etc., are closely examined before being delivered to prisoners. Money may be sent by draft or postal order. If sent in any other way will be at sender's risk. All moneys received will be kept in the office to the prisoner's credit and paid to him on his release, or it may be sent on his order, upon the approval of the Warden, to his relatives and friends. **No eatables, liquids, tobacco or cigars will be admitted, nor any articles except those mentioned above.** Chewing tobacco and toilet soap are furnished by the Government. No smoking permitted. Prisoners can write letters but **once every two weeks** and see friends or relatives **not oftener than once every four weeks**, except on special written permit of the Warden obtained before coming to the Penitentiary. All letters and newspapers addressed to prisoners **WITH THE FULL NAME AND REGISTER NUMBER WRITTEN PLAINLY IN INK** on the envelope or wrapper should be sent in care of **P. O. Box 7, Leavenworth, Kansas.**

TO THE PRISONER:—Write plainly in English. Do not interline. Put but one line of writing on each ruled line. Letters addressed to "General Delivery" in cities of 10,000 inhabitants and over will not be mailed. Letters addressed to prisoners and received from prisoners in Penitentiaries, Reformatories and Jails will not be mailed or admitted. **CORRESPONDENCE WITH PRISONERS DISCHARGED FROM THIS PENITENTIARY NOT PERMITTED.**

PUT YOUR NAME AND REGISTER NUMBER HERE.

PUT FULL ADDRESS OF YOUR LETTER HERE: GIVE TOWN, COUNTY AND STATE

Street and Number in Cities of Free Delivery.

Name *Abel McGilberry*
 Register No. *2970*

Name *Green McCurtain*
 No. _____ Street _____

Prisoners are permitted to write only on this style of paper and with pencil except by a special order.

Town *Winta*
 County _____
 State *Oklahoma*

Moh 22nd 1908

*Hon. Green McCurtain
 Winta Oklahoma*

Dear Governor,

I have received a letter from my lawyer D.C. McCurtain some time ago, and he wrote a good letter to me, stating that he thought I would be out soon, and he stated every thing in the case, how it is in shape an all, so I am proud of to hear the news, we are now in better spirits of coming to our good old country than ever. I have not been thinking so soon, until I received this good news from my lawyers. Now I began to think whether this is myself or not now. I do honestly appreciate the news I have received from those lawyers, and he further stated to me that when I get pardoned out of here, which he thought it will be very short while, he advises me to come direct from here to your home, and that you will advise me concerning the affairs of my private business, which I will take up upon being liberated, and I have wrote to them and stated that I would do so, and thank them very much for their advise.

—over—

well Governor. this is my intention all ways, and all of
us together we are all coming to see you just as
soon as we get released here. you have been our best
friend, and all ways have been before and last.
we are going to stop at your home the first place
and we will depart from there I guess
well, we are the same boys that last seen you was
at Fort Smith etc. and that is nearly seven yrs ago.
and D.C. states that pardon atty will not take up
the case until about this month some time, unless
it was serious illness or some thing of the kind.
so I can say that we are not sick, only we are shut of
from our good air, and I believe it causes constipation
other wise we are all right so far, there is nothing
like good fresh air, and plenty exercise.
we dont want to get out of here sick or full of sick,
so when we get to our home, we can get plenty of
exercis, on our homestead making it into farm.
so Governor, I almost sure, that Isaac and I,
will come together to your home, if it is possible so
that we go together from here. Morris, I dont never
hear him say any thing, but Isaac and I, all ways
talking about it.

well Governor. I hope you and
your family are all well.

I will close
I remain as ever your friend

Abe McGilberry

EXECUTIVE OFFICE, CHOCTAW NATION
GREEN MCCURTAIN, PRINCIPAL CHIEF

Kinta Oklahoma March 30th 1908.

Honorable Thos. Ryan,
Acting Commissioner,
Muskogee Oklahoma.

Sir:

In reply to your letter of the 25th instant wherein you suggest that an agreement between this office and W. W. Wilson of Atoka Oklahoma, be reached and referred to your office for approval renting him the court house at Atoka for the purpose of storing certain supplies, I have to say that this matter having been taken out of my jurisdiction, I would think it proper for your office to enter into the contract suggested.

Very respectfully.

Principal Chief Choctaw Nation.

D.C. McCURTAIN.

E.P. HILL.

M. Curtin & Hill,
Lawyers,
South M. Alester, I. T.

San Antonio, Tex., March 23, 1908.

Gov. Green McCurtain,
Kinta, Okla.

Dear Father:

Your two letters of the 20th inst., have been duly received. In compliance with your request, I have prepared and return herewith answers to the several letters enclosed with your said letters of the 20th, but have not returned same except the letter of Judge Shepherd.

I received a letter from Hill, and he says the pardon attorney seems a little bit unfriendly. I am sorry to know this; however, it may be that we can get out of the Attorney General's Department with a favorable recommendation. Hill also wants me to prepare, or assist him in the preparation of, a brief in the pending citizenship cases. I shall take this matter up right away and begin investigation of the subject.

I think you are entirely right in your opposition to the amendment recognizing the validity of the contracts in citizenship cases. I shall write Hill about this matter in addition to what you say to him in your letter.

Hill is proving to be a valuable man up there. He is a good lawyer, a man of good judgment and sound discretion in matters of this kind, and with the proper information he can do good.

I believe the "gang", I mean the coal contract bunch, will now wait until the incoming administration before they again come out of their hole. They are like the ground hog, they saw their shadow and ran back.

I am anxious to know what the Segregated Coal and Asphalt Lands Committee from the Constitutional Convention reported. When that report is made public, then we'll have something more definite to gauge our opinion by as to the future.

About the next session of congress, or probably the one after that, is when we'll have to look out. The recent investigations which have been filling the air will have died out, and the accused parties will venture out and try again to pull through their big schemes to make some money out of the "Injuns". I hope by that time my health will be such that I can be in Washington then and help thwart their plans. If there's anything meaner than the whiteman that is trying to rob the Injuns, it is the Injun that will help him. I will never be guilty of that crime against the tribe of my blood.

Trusting that the answers which I have prepared for you will be satisfactory, I will ask you to let me hear from you soon.

Your son,

A. W. Curtin
110 W. Cypress St.