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ADDRESS ONLY THE
COMMISSIONER OF INDIAN AFFAIRS

REFER IN REPLY TO THE FOLLOWING:

Land-F.T.
111084-15
J W H

DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS

WASHINGTON

NOV -8 1915

Hon. Moty Tiger,
Principal Chief of the Creek Nation,
Muskogee, Oklahoma.

Sir:

I am transmitting herewith for the files of your office one of the quadruplicate parts of the contract executed by you October 7, 1915, providing for the employment of Mr. James C. Davis of Muskogee, Oklahoma, as Assistant Creek Tribal Attorney.

This contract was approved by the President October 30, 1915, and became effective November 1, 1915. It will expire June 30, 1916.

Said contract has been recorded in Volume 6, Miscellaneous Record Book, Land Division, Indian Office, at Page 438.

Respectfully


Assistant Commissioner.

11-RAK-6

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of October, 1915, by and between Moty Tiger, Principal Chief of the Creek Nation, party of the first part, and James C. Davis, party of the second part, WITNESSETH:

That the party of the first part, as Principal Chief of the Creek Nation, in behalf of said Nation, acting under his authority as such, and pursuant to Section 28 of the Act of Congress of April 26, 1906 (34 Stats., 137-148), hereby contracts with, retains and employs the party of the second part as assistant Attorney for the Creek Nation in all matters hereinafter mentioned, for a period of eight months from the first day of November, 1915 to the thirtieth day of June, 1916, subject to the approval of the President of the United States.

It shall be the duty of said attorney to assist the National Attorney for the Creek Nation before the Interior Department, the Committees of Congress, or the Superintendent for the Five Civilized Tribes, as well as any other Commissions, Boards and officers as may be charged with any duty affecting said Nation, and in the Courts of Oklahoma; the courts of the United States in Oklahoma; the Court of Claims and the Supreme Court of the United States; when the interests of said Nation require it, and when directed so to do by the National Attorney for the Creek Nation, the Principal Chief, or the Commissioner of Indian Affairs.

The party of the second part shall perform all services required of him by the National Attorney for the Creek Nation or the Commissioner of Indian Affairs relating to probate and other local matters, in addition to the other duties of like nature lawfully devolving upon him under said contract.

It is agreed that in consideration of the services to be rendered under the terms of this contract, the party of the second part shall receive as compensation the sum of Two Thousand (\$2000)

Dollars per annum, payable monthly, and shall be allowed his actual and necessary expenses while absent from his place of residence and engaged in the services of the Creek Nation, including transportation, pullman fare and subsistence, but the amount to be allowed for his subsistence shall not exceed \$3.00 per day in Oklahoma and \$5.00 per day outside of Oklahoma.

Said party of the second part shall also be allowed actual and necessary disbursements and other expenses as may be necessary to the proper performance of the duties of the second party, required under the terms of this contract, including stenographic services.

Provided: That all expenditures allowed under this contract shall be itemized and verified by the party of the second part, accompanied by proper vouchers, and approved by the National Attorney for the Creek Nation, and shall be paid only upon warrant issued and signed by the Principal Chief of the Creek Nation and approved by the Secretary of the Interior or some officer of the Government designated by him.

The compensation paid to the party of the Second Part, , and all disbursements authorized to be made by him under this contract, shall be paid from the funds of the Creek Nation by the Superintendent for the Five Civilized Tribes, or by such other officer as may be designated for the purpose.

The party of the second part, in consideration of the premises herein set forth, accepts the employment herein mentioned and described, and agrees to devote his whole time thereto, to the exclusion of all other clients and employment.

It is expressly agreed by the parties hereto that this contract shall be effective from and after the first day of November,

1915, and that it may be terminated by the Commissioner of Indian Affairs at any time upon thirty days notice in writing to the party of the second part.

IN WITNESS WHEREOF we have hereunto set our hands and seals, this 7th day of October, 1915.

Noly Tiger

Principal Chief, Creek Nation,
Party of the First Part.

James L. Davis

Party of the second part.

THE WHITE HOUSE:

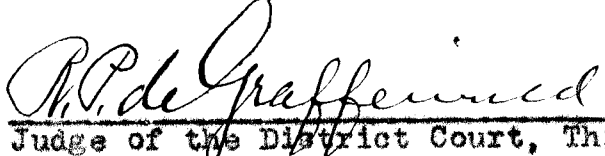
Approved: 30 October, 1915.

Woodrow Wilson

[Handwritten mark]

State of Oklahoma)
) SS.
County of Muskogee)

I, R. P. deGraffenried, Judge of the District Court, Third Judicial District, Muskogee County, State of Oklahoma, a court of record, do hereby certify, pursuant to Section 2163 of the Revised Statutes of the United States; that Moty Tiger, in his own proper person, and James C. Davis, in his own proper person, in my presence at the city of Muskogee, in the State of Oklahoma, on the 7th day of October, 1915, executed in quadruplicate the contract hereinabove written; that as then stated to me, the Creek Nation is the party interested on the one side, and the said James C. Davis, an Attorney at Law, is interested on the other; that the said Moty Tiger is the duly qualified and acting Principal Chief of the Creek Nation, and by virtue thereof has authority, with the approval of the President of the United States, pursuant to Section 28 of the Act of Congress approved April 26, 1906 (34 Stat., 137-138), to make said contract,



Judge of the District Court, Third
Judicial District, Muskogee County,
State of Oklahoma.