

Green Native,

Morgan's Manual
of

Indian Territory

Land Laws.

Congressional acts,

Agricultural Sands,

Mineral, Timber,

Coal, oil, gas,

etc., etc.

15-0000
10000

Acts of Congress.

Act of March 3, 1893, Secs. 15, + 16, (27 Stat. 645).
authorized appointment Com. to Five Civil-
ized Tribes. L.-T. p. 79. Vol. 1.

Act March 2, 1895, Chap. 189. (28 Stat. 957.)
Authorized continuation of Com. + appoint-
ment of 2 additional members.

Act June 10, 1896, (29 Stat. 321), T.-L. Vol. 1, p. 49 - ^{Con. Com. +}
(30 Stat. 62) important. ^{direct Com}
^{to proceed to}
^{emul. de.}

Act June 7, 1897, T.-L. Vol. 1, p. 87 - continue case.
Special provisions for limited work.

Act June 28, 1898, (30 Stat. 495) Curtis act, (act for
the protection of the people of the U.S.A. Ter. + for other
purposes. T.-S. Vol. 1, p. 90. act ratifies ~~com. +~~

Choc. + Chick. Treaties, made April 23, 1897,
and Creek Treaty made Sep. 27, 1897.

(Supplemental Treaty made with Choc. + Chick. on
21st day of March, 1902, approved ^{+ ratified} by act
of Congress approved July 1, 1902, (at Washington)

Summary of acts Referen to Choc. + Chick. see
T.-L. Vol. 1, p. 656. notes.

DICK T. MORGAN,
PRESIDENT & TREAS.

G. W. SAWYER,
SEC. & GEN. MGR.

HARRY LEE FOGG,
VICE PRES. & GEN. ATTY.

The Western Investment Company,

INCORPORATED. CAPITAL \$50,000.00.

**Negotiators of Farm and City Loans.
Real Estate Brokers.**

REFERENCES:

Citizens National Bank, El Reno, O. T.
First National Bank, El Reno, O. T.
El Reno State Bank, El Reno, O. T.
Guthrie National Bank, Guthrie, O. T.
Western Nat'l Bk., Oklahoma City, O. T.

EL RENO, OKLAHOMA.

Louis LES.

General Provisions.

act June 28, 1896 - Sec. 15.

The Agricultural Experiment Station
 Department of Farm and Garden
 from various sources

T. 14 p. - 3.

14 p. - 3.

Agri. Land

25.

Ruler the 9. forms
for 4 needs

30.

Ruler. Form
Cherokee

20.

7 5-
5-00
 37 5-00

17
 14 - 4
 30 - 4
 20 - 3.
8 1
 5-00
~~30 5-00~~
 40 1

90
5-00
 44 5-00

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Western Nat'l Bk., Oklahoma City, O. T.

EL RENO, OKLAHOMA.

Townsites

- Act. March 1903, - Planning for townsites by private parties. 10th an. R. Com. p. 33.
- ✓ Act. May 31, 1900, - Towns along R.R. - irrespective of populations - Rep. Com. p. 84 & appendix 1, p. 79, 80.
- Act May 27, 1902, (32 Stat. 246) - Town limits - when less than 200 shall be established - etc. See Rep. Com. p. 100 & Int. Res. 1902. p. 24.
- Creek Treaty - adapts provisions of act May 31, 1900, above referred to & adds other provisions.
- Act July 1, 1902, Townsites Chartered Nations, Sec 38, R. Com. p. 121.
- June 28, 1896, sess. 14, 15, Curtis act - General provisions.

The Kiowa - Comanche Opening.

THE LAST OPENING.

~~By E. J. Morgan.~~

By Dick J. Morgan.

I.

THE PROCLAMATION.

Thanks to the Ruler of our Nation,
Who issued forth his proclamation,
That this fair land, which since creation,
Had been the scene of desolation,
The Red Man's home or reservation,
On August sixth -- no defalcation --
Would open up for occupation,
Without vexatious litigation.

II.

THE REGISTRATION.

All must attend the registration,
Whate'er might be one's inclination,
However great the aggravation;
In line each chose his own location,
But marched to booth in just rotation;
There filed his written application,
And made his solemn declaration.
Great was the mighty aggregation,
Of heart's all full of expectation,
Who looked through this conglomeration,
And said with ringing exclamation,
"A home is mine for habitation!"
Perhaps, in his imagination.

So men beyond our computation,
 With many trials, much tribulation,
 Complied with rule and regulation,
 And placed their names in tabulation,
 Believing some concatenation,
 Or strange uncertain combination,
 Would place their names for publication,
 With those who drew homes. Jubilation!

III.

THE DRAWING.

See three great men of reputation --
 Dale, Richards, Dyer -- deputation --
 Upon a great, high elevation;
 There now's the crowd in concentration;
 The wheel goes 'round in swift rotation;
 To some brings sweetest realization;
 To others deep humiliation.
 Then came a pause for contemplation,
 An hour for thoughtful rumeration:
 But through the land at every station,
 Were men in bright anticipation,
 Were men in great solicitation,
 All anxious for some information.

IV.

THE NOTIFICATION.

Without a halt or hesitation,
 Cards are mailed free with regulation,
 Each off to its own destination,
 Conveying the denomination,
 Each man drew in the registration.

V.

SELECTING CLAIMS.

Then came the rapid emigration,
 Of men of ev'ry avocation,
 Condition, race and coloration;
~~The rich in ^{gl}hefty ostentation;~~
~~The poor in humble degradation.~~
 They went o'er vale and undulation;
 Each sought the very best location --
 One of the greatest valuation.
 Some took claims for remuneration,
 Some took claims to get recreation,
 Some took claims, too, for cultivation;
 While others took claims for speculation.

VI.

SETTLEMENT.

Then came the final termination
 Of six months given as probation,
 To get on claims for habitation:
 It was the common observation,
 And not the least exaggeration,
 One-half, on mere solicitation,
 Without the slightest hesitation,
 Sold out, for cash consideration.

VII.

CONCLUSION.

Fair land! complete thy reclamation
 From hostile, savage domination,
 From cow-boys' rude and long Spoilation:

Mark now, thy solemn dedication
To homes for future generation,
To business, trade and transportation,
To church and civic federation,
To freedom, truth and education.
All honor, praise and adoration
To those who wrought this transformation;
By deeds well worthy emulation,
They've won our highest admiration.
To all in this great congregation,
Be blessings in continuation;
To one and all, congratulation;
Farewell to this, our Celebration.

-----:~:~:~:-----

REGULATIONS

(As amended July 10, 1903)

GOVERNING THE

SALE AND LEASING OF LANDS IN THE CREEK NATION,
INDIAN TERRITORY, PRESCRIBED BY THE
SECRETARY OF THE INTERIOR

FOR THE

PURPOSE OF CARRYING INTO EFFECT THE PROVISIONS OF SECTIONS
16 AND 17 OF THE ACT OF CONGRESS APPROVED JUNE 30,
1902 (32 STAT., 500), AND RATIFIED BY THE
MUSKOGEE (OR CREEK) NATIONAL
COUNCIL ON JULY 26, 1902.

WASHINGTON:
GOVERNMENT PRINTING OFFICE,
1903.

REGULATIONS.

The following regulations are hereby prescribed for the purpose of carrying into effect the provisions of sections 16 and 17 of the act of Congress approved June 30, 1902 (32 Stat., 500), and ratified by the Muskogee (or Creek) National Council on July 26, 1902, which said sections are as follows:

16. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation nor be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment 40 acres of land, or a quarter of a quarter section, as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen it shall be the duty of said Commission to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901, but if he have no such issue then he may dispose of his homestead by will, free from the limitation herein imposed, and if this be not done the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

17. Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

"Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment

by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands."

DEEDS (see also page 10).

SEC. 1. Creek citizens desiring to sell such of their lands as they are by law authorized to sell with the approval of the Secretary of the Interior, may apply to the Indian agent or other officer in charge at the Union Agency, Muskogee, Indian Territory, by petition, in duplicate, containing an accurate description of the land and improvements thereon, praying that such land may be sold in accordance with these regulations, stating facts to show title, and why it will be for the best interest of the owner to sell it for a fair price, and signed by all persons or their legal representatives having any interest in the land. A form of petition has been prescribed which must be used.

(1) When such Indian agent or other officer in charge shall be satisfied that the facts alleged in the petition are sufficient, he shall cause a memorandum record of the same to be made in a book to be kept for that purpose, and shall file the petition in his office. The duplicate copy of such petition shall be immediately forwarded to the Commissioner of Indian Affairs by such agent or other officer in charge, who, before so forwarding it, shall endorse thereon the date the same was received by him and the date the land described therein will be listed for sale.

(2) Such agent or other officer in charge shall on each Monday morning post in a conspicuous place in his office, in such large letters and figures as shall be clearly legible, for a period of sixty days, a list of the lands described in petitions received by him during the week preceding such Monday, showing in separate columns the names of the owners, the description of the lands, the dates when listed, and the dates when the bids will be opened, and such list shall be accessible to the public at all times in the business hours of the office. On each Monday the Indian agent or other officer in charge will forward to the Commissioner of Indian Affairs a complete list of all lands posted in his office for sale.

(3) When any tract of land has been so listed, the Indian agent or other officer in charge, when competent from his general knowledge of the value of the land, shall visit, view, and appraise the same at its true value, according to his best judgment. If such agent or other officer is not so competent, or if it shall be impracticable for him to personally visit and appraise the land, he shall require the appraisement to be made in like manner by a competent officer or employee under his charge. A certificate of said appraisement, signed and sworn to by the person making it, shall be sealed and not opened until the sealed bids for that tract of land are opened. *The appraisement shall not be*

Petition to Sell, -

Facts must be sufficient, -

Posting of Lists, -

Appraisement, -
made public, -

made public, but no bid less than the appraised value shall be considered. If the appraisement is made by other than the agent or officer in charge such agent or officer in charge shall add his certification of the qualifications and integrity of the appraiser, and that he believes the appraisement to be the true value of the land.

(4) Sealed bids will be received by such agent or other officer in charge at his office, for any lands so listed, at any time before the day on which the bids are opened. If a bidder desires to bid on tracts not contiguous he must submit a separate bid for each tract, and if he desires to purchase less than an entire tract offered he may submit a bid for one or more legal subdivisions thereof.

(5) All such bids shall be enclosed in a sealed envelope, upon which must be written "Bid for Creek land, described as follows," followed by a description of the land, before the same is deposited with the Indian agent or other officer in charge. Bids shall be numbered by such Indian agent or other officer in charge in the order in which the same shall be received by him, and a memorandum record of each, containing number of bid and description of land, shall be kept in a book suitable for that purpose. Each bid must be accompanied by a duly certified check on some solvent bank, payable to the Commissioner of Indian Affairs, for the use of the grantors, for twenty per cent of the amount offered, as a guarantee for the faithful performance by the bidder of his proposition. If the bid shall be accepted and the successful bidder shall, within a reasonable time, not exceeding ten days, after due notice, fail to comply with the terms of his bid, such check shall be forfeited to the use of the owner of the land.

(6) The right to reject any or all bids is reserved, but in all cases the highest bid shall be accepted by such Indian agent or other officer in charge, and such acceptance shall be subject to the approval of the owner of the land.

(7) Purchasers shall, before delivery of deed, pay all costs of conveyancing, and, in addition thereto, to cover the expenses of advertising, the sum of one dollar when the purchase price does not exceed \$1,000, one dollar and twenty-five cents when the purchase price exceeds \$1,000 and does not exceed \$2,000, and one dollar and fifty cents when the purchase price is more than \$2,000.

(8) Bidders and other interested persons may be present when bids are opened. When opened the bids shall be so recorded, in a book to be kept for that purpose, as to show the name of the bidder, description of land, amount offered, and action taken thereon.

(9) Listed land not disposed of at the appointed time may, if the owner so desires, be relisted under the same rules as governed its original listing, except in any case where the owner has refused to approve the highest bid, when such bid is deemed by the Indian agent or other officer in charge to be a fair price for the land, and in such

Sealed Bids,-

Check for 25% of
Amount Bid

Right to Reject
any and all bids

Purchaser to pay
Costs.

Bidders present when
Bids are opened.

Re-listing unsold
lands.

case the land may be relisted as aforesaid, in the discretion of the Indian agent or other officer in charge.

(10) When bids are opened the certified checks accompanying each shall, as soon as practicable, be returned to the bidder (except that accompanying the accepted bid) by the Indian agent, or other officer in charge, who shall take the bidder's receipt for the same, of which he shall in each case make full report to the Commissioner of Indian Affairs without unnecessary delay.

(11) The Commissioner of Indian Affairs shall cause an advertisement of lands listed to be published in at least one weekly newspaper published at Muskogee, Indian Territory, and such additional weekly newspapers as he may deem advisable, so that each tract listed shall, as nearly as may be practicable, be advertised during the listed period.

(12) The advertisement shall contain a description of the land as listed and shall state that sealed bids will be received therefor at the agency until the day when bids are to be opened, which day shall be clearly specified, and that such sealed bids must be accompanied by and contain a duly certified check on some solvent bank, payable to the order of the Commissioner of Indian Affairs, for twenty per cent of the amount of the bid, and that further information and a copy of rules and regulations applicable may be had at the Union Agency.

(13) In addition to such advertisement the Commissioner of Indian Affairs shall cause public notice to be given by publication in a newspaper published at Muskogee, that rules and regulations and any other information relative to sale of Creek lands may be obtained on application to the Indian agent, Union Agency, Muskogee, Indian Territory, and such publication shall continue until otherwise ordered by the Commissioner of Indian Affairs.

SEC. 2. The deed must be executed in the presence of two subscribing witnesses and duly acknowledged before the Indian agent at Union Agency, a notary public, or other officer duly authorized to take acknowledgments of deeds. The witnesses must make affidavit that the deed was in their presence read and fully explained to the grantor, and that he understood the nature, contents, and effect thereof, and approved and signed the same in their presence.

SEC. 3. Such deed when transmitted by the Indian agent, or other officer in charge, for the Secretary's approval, must be accompanied by the original petition; the certificate of appraisal; all bids relating to the land covered by such deed; a duly certified check on a solvent bank for the full purchase price, payable to the order of the Commissioner of Indian Affairs; and a full report by the Indian agent or other officer in charge of all proceedings previous to the execution of the deed, also—

(1) By the certificate of the Indian agent, or officer before whom

Return check to successful bidders

Advertising Sands

What advertisement shall contain.

Rules and Regulations and Information to be furnished.

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the deed was acknowledged, that the contents, purport, and effect of the deed were explained to and fully understood by the grantor or grantors; that the consideration specified in the deed is a fair price for the land; that the conveyance is in every respect free from fraud or deception; and that the land described in the deed is no part of the grantor's homestead. The affidavits of the grantor or grantors, and the grantee or grantees, must accompany such deed, showing that there is no contract, agreement, or understanding (written or verbal) whereby the consideration money or price paid for the land, or any portion thereof, is to be refunded to the purchaser of the deed; nor any live stock, implements, other articles or things are to be exchanged or taken in lieu of said consideration or purchase price, or any portion thereof, for said lands. The deed must also be accompanied by an affidavit of the grantee (or grantees) stating that he (she or they) is not a party to any association or combination of persons to acquire the land described in the deed at less than its fair value, or to prevent open and fair competition in the purchase thereof, and that neither the grantor, nor anyone acting for him in his place, has been given or promised any money or other thing by the grantee, or by anyone with his advice, consent, or knowledge, except the consideration named in the deed, to induce him to agree to such sale of his land.

(2) When the deed has been returned to the Indian agent, duly approved by the Secretary of the Interior, it shall be accompanied by the certified check for the purchase price duly endorsed, with appropriate instructions from the Commissioner of Indian Affairs to the Indian agent relative to the delivery of the deed to the grantee and the payment of the purchase price to the grantor. The Indian agent in reporting on deeds will be careful to show the value of the land, as appraised by the Commission to the Five Civilized Tribes, in order that the Department may know how it was classified for distribution. He will ascertain whether the party or parties seeking to sell are the parties to whom the land was allotted, and will give his opinion as to whether the instrument should be approved, with his reasons for such opinion.

LEASES (see also page 10).

SEC. 4. No lease will be approved for a greater term of years than as follows: *Three* years for grazing purposes, *ten* years for agricultural purposes, and *fifteen* years for mineral purposes. All leases must be in quadruplicate and be executed in the presence of two subscribing witnesses, one part to be filed in the office of the Commissioner of Indian Affairs, one with the agent, Union Agency, one to be delivered to the lessee, and one to the lessor.

SEC. 5. All leases must accurately describe the lands, specify the

INDIAN

rents or royalties and when the same are to be paid, and they must contain a provision to the effect that if the lessee shall fail to pay the rents or royalties or any part thereof when due, or shall fail to faithfully comply with the terms and conditions of the lease, such failure shall constitute a forfeiture of the lease and all improvements placed on the land by the lessee, and that the lessor shall be entitled to immediate possession of the leased lands and the improvements located thereon.

All improvements placed on the lands by the lessee to an agricultural or grazing lease, or anyone holding under him as a sublessee, or otherwise, shall, at the expiration of the lease, be and become the property of the owner of the land.

This regulation is also applicable to all improvements and buildings placed upon lands leased for mineral purposes, except tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, casings of all dry or exhausted wells, and machinery.

All original lessees, except of mineral lands as hereinafter provided, shall be required to furnish a bond executed by two or more sufficient sureties, each of whom must justify under oath to an amount equal to the entire rental, guaranteeing the payment of all rents at the time and in the manner specified in the lease, and the performance of all covenants and agreements named in the indenture to be paid and performed by the lessee. Each mineral lease must be accompanied by an application, under oath by the lessee, upon blanks to be furnished by the agent. Each applicant will be required to state that the application is not made for speculation, but in good faith, and where the lease is for mining purposes, for mining the mineral or minerals specified, including oil and natural gas. A map must accompany each application, therein showing the amount of land of each legal subdivision supposed to be underlaid with mineral, oil, or natural gas, as the case may be, and if mineral other than oil or natural gas, the quantity that can probably be mined. Applicants must furnish such other information as may be desired by the agent regarding their prospective operations. Applications by parties who do not themselves intend to conduct operations on the land will be rejected. Should the application be approved, bond will then be required as provided for hereinafter.

In all mineral leases it must be provided that only so much of the surface of the land described as may be reasonably necessary to carry on the work contemplated may be occupied by the lessee.

All original lessees of mineral lands shall be required to furnish a bond, with two or more sufficient sureties, or a responsible surety company, guaranteeing the payment of all royalties and rents at the time and in the manner specified in the lease, and the performance of all covenants and agreements named in the lease to be paid and performed by the lessee. Such bond shall be in amount as follows: For leases

covering 40 acres and less than 80, \$1,000; for those covering 80 acres and less than 120, \$1,500; for those covering 120 acres and not more than 160, \$2,000, and for each 40-acre tract, or fractional part thereof, above 160 acres, an additional amount of \$500; but the right is specifically reserved to increase the amount of such bond above the sums named in any particular case where the Secretary of the Interior deems it proper to do so.

No lease shall be sublet, transferred, or assigned without the consent and approval of the Secretary of the Interior.

All mineral leases shall provide for the payment of advanced annual royalty in sums of not less than 15 cents per acre per annum for the first and second years, 30 cents per acre per annum for the third and fourth years, and 75 cents per acre per annum for the fifth and each succeeding year thereafter, for the term for which the lease is to run, the sums thus paid to be a credit on the stipulated royalties should the same exceed in any one year the amount of the advanced payment.

All oil and gas leases shall provide for the payment of a royalty of 10 per cent of the value on the leased premises of all crude oil extracted from said land, to be paid monthly, on or before the 25th day of the month succeeding that in which it is produced, and the average value of the oil during the month in which it is produced shall constitute the criterion for computing the royalty. The royalty on natural gas shall be fixed by the Secretary of the Interior at the end of each year, or oftener in his discretion.

All coal and asphalt leases shall provide for the payment of royalties as follows, to wit: On asphaltum, the sum of 10 cents per ton for each and every ton of crude asphalt produced weighing 2,000 pounds, or the sum of 60 cents per ton on refined asphalt; on the production of all coal mined, the sum of 8 cents per ton of 2,000 pounds on mine-run, or coal as it is taken from the mines, including what is commonly called "slack." All such royalties shall be paid monthly, as hereinbefore provided for oil and gas.

All mineral lessees must agree to allow the lessor and his agents from time to time to enter upon and into all parts of the leased premises for purposes of inspection, and agree to keep a full and correct account of all their operations and make report thereof, under oath, promptly after the end of each month, to the lessor, and to the Secretary of the Interior, through such officer as he may designate, and their books shall be open at all times to the examination of such officers of the Department as shall be instructed in writing by the Secretary of the Interior to make such examination.

The agent, before transmitting a lease, will ascertain whether the lessor or lessors are in fact the parties to whom the land was allotted.

SEC. 6. No person or corporation will be allowed to lease, within the territory occupied by the Creek and Cherokee Nations, for the pur-

pose of mining for oil and gas, more than 4,800 acres of land in the aggregate.

Any oil and gas leases presented to the Department must be accompanied by an application by the lessee, for approval of such lease or leases, in the form of an affidavit, showing that the lessee is not directly or indirectly interested in any oil and gas leases or application for such leases, within the territory occupied by said nations, the lands embraced in which, with the tracts covered by the lease or leases presented for approval, would make more than 4,800 acres.

Applications to have leases approved must follow the form on page 33; also the following form:

To the SECRETARY OF THE INTERIOR:

....., of, hereby apply to have approved to the accompanying oil and gas lease.. in the Creek Nation, Indian Territory, embracing, in the aggregate, acres of land, viz:

Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres. Lease executed, 190.., by, for acres.

..... solemnly swear that not directly or indirectly interested in any oil and gas lease for any of the lands within the territory occupied by the Creek and Cherokee Nations, in the Indian Territory, or application for such lease, the lands embraced in which, with the tracts covered by the lease.. herewith presented, would make more than 4,800 acres.

.....
.....
.....

UNITED STATES OF AMERICA, INDIAN TERRITORY, }
WESTERN JUDICIAL DISTRICT. } ss.

Sworn to and subscribed before me this day of, 190..

.....
.....

(My commission expires))

DEEDS AND LEASES.

SEC. 7. No lease or deed will be approved that is executed prior to the approval and delivery of the deed to the allottee. Annexed to these regulations are forms of petition, deed, certificate of officer taking acknowledgment, affidavit of witnesses, grantor's affidavit, grantee's affidavit, certificate of officer who appraised the land, lease, bond, and affidavit of surety, which forms *must* be followed in all cases. All deeds and leases will be transmitted by the Indian agent, or other officer in charge, through the proper channels, for the Secretary's approval.

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SEC. 8. The post-office address of each party in interest must be given in the instrument which it is sought to have approved, and the post-office address of each subscribing witness must appear on the papers.

SEC. 9. A lease or conveyance of undivided inherited lands, or of undivided allotments made directly to the heirs of a deceased citizen, will be approved only in cases where all the heirs join in the lease, deed, or instrument of conveyance.

SEC. 10. If inherited lands, or lands allotted directly to heirs of a deceased citizen, have been partitioned, evidence thereof must accompany a deed or instrument of conveyance of such lands.

SEC. 11. In cases where the lands embraced in a lease, deed, or instrument of conveyance were inherited from one who died after the allotment was made to him, such lease, deed, or instrument of conveyance must be accompanied by a certificate signed by two officials of the town or band of which such allottee was a member, or by two or more reliable members of the tribe, setting forth that the allottee to whom the land was originally allotted is dead, giving as nearly as possible the date of death. Such certificate shall also show the names and ages of the heirs, adults, and minors of such deceased allottee, but the Department reserves the right to require, if in its judgment it shall be considered necessary, such further and additional evidence relative to the heirship as may be deemed proper. If the persons who certify to the death of the allottee are, from their own knowledge, unable to certify as to who are the heirs (with their names and ages) of such deceased allottee, an additional certificate made by persons of one of the two classes herein specified, showing who are the heirs and giving their names and ages (adults and minors), must be furnished. And one of the certificates above mentioned, or an additional certificate made as above specified, must set forth definitely whether or not any children were born to such deceased allottee after May 25, 1901, and whether or not such deceased allottee disposed of his homestead or any portion of his allotment by will.

SEC. 12. In cases where the lands embraced in a lease, deed, or instrument of conveyance were allotted directly to the heirs of a citizen who died before receiving an allotment, such lease, deed, or instrument of conveyance must be accompanied by a certificate signed by two officials of the town or band of which such citizen was a member, or by two or more reliable members of the tribe, setting forth the names and ages of the heirs, adults and minors, of such deceased citizen, the Department reserving the right to require additional evidence as provided in section eleven hereof.

SEC. 13. If there shall have been, or shall hereafter be, probate or other court proceedings, establishing who are the heirs of such deceased allottee or such deceased citizen, a certified copy of the final order,

judgment, or decree of the court showing and determining such heirship must be furnished; but where such court proceedings have not been had a compliance with the requirements of the provisions of sections eleven and twelve hereof, as the case may be, will be deemed sufficient to establish the heirship.

SEC. 14. In cases of transfers, leases, and sales to which minors are parties grantor, the transfer, lease, or sale must be made by a guardian, and the lease, deed, or instrument of conveyance must be accompanied by certified copies of the orders of the proper court appointing the guardian and authorizing him to make such transfer, lease, or sale, and it must be fully understood that the Department reserves the right to use any means at its disposal for the purpose of ascertaining whether the consideration given is the fair value of the land, and whether the proposed lease or sale is for the best interests of the Indian.

SEC. 15. Leases for minerals, other than coal, asphalt, oil, and gas, must be made on the form attached hereto, page 42.

W. A. JONES, *Commissioner.*

DEPARTMENT OF THE INTERIOR.

Approved July 10, 1903.

THOS. RYAN, *Acting Secretary.*

1
12 1/2

AMENDMENTS

TO THE REGULATIONS OF MAY 4, 1903, GOVERNING THE LEASING OF LANDS IN THE CHEROKEE NATION, AND THE REGULATIONS OF JULY 10, 1903, GOVERNING THE SALE AND LEASING OF LANDS IN THE CREEK NATION.

Hereafter no rents, royalties, or payments accruing under any lease which has been approved by the Secretary of the Interior, or which requires his approval, shall be paid direct to the lessor, but all payments to be made under any lease shall, at the times and in the amounts specified in such instrument, be deposited with the United States Indian Agent at Union Agency, or with some such other person as may be designated by the Secretary of the Interior to receive the same, to be turned over to the lessor or his representatives.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., October 1, 1903.

Approved:
THOS. RYAN,
Acting Secretary.



13.



FORMS.

p. 14 Blank.

14

15-

PETITION FOR THE SALE OF CREEK LANDS.

[If allottee is married, petition must be signed by allottee and wife, or allottee and husband, as the case may be. If allottee is a minor, petition must be signed by guardian.]

UNITED STATES INDIAN AGENT,
Union Agency, Muskogee, I. T.

Sir:

....., the undersigned, respectfully show.. that
....., the owner.. of the following-described land, situate in
the Creek Nation, I. T., to wit,

.....;
that said described land was allotted to
by the Commission to the Five Civilized Tribes; that allotment deed therefor was
delivered to by the principal chief of the Creek
Nation, on the day of, 190..; that the land is not
a homestead; that said is a citizen of the Creek
Nation, and that name appears on the approved Creek roll opposite
number; that of said described land acres are in cultiva-
tion; that the same is improved, as follows:

.....
the reasonable value of which does not exceed dollars, and that
said believe.. that interests
will be best subserved by permitting to sell the above-described
land for the following reasons, to wit:

.....
and consider dollars the reasonable value
of the land.

In presence of:

.....
P. O.

.....
P. O.

No.

Petition

For the sale of the following described
lands, Creek Nation, I. T.,

.....
.....

Petitioner...

.....
.....
.....

UNION AGENCY, MUSKOGEE, I. T.,
....., 190...

Petition to sell the above-described
land was received by me on the
day of; 190... The land will
be listed for sale on the day
of , 190...

.....,
U. S. Indian Agent.

15-

GENERAL WARRANTY DEED.

This indenture, made and entered into this day of one thousand nine hundred and, by and between..... of part.. of the first part, and of part.. of the second part.

Witnesseth: That the said part.. of the first part, for and in consideration of the sum of dollars, in hand paid, the receipt of which is hereby acknowledged, do.. hereby grant, bargain, sell, convey, and confirm unto said part.. of the second part the following-described real estate and premises situate in the Muskogee or Creek Nation, and within the limits of the Indian Territory, to wit:

together with all the improvements thereon, and appurtenances and immunities thereunto belonging or in any wise appertaining thereto, and warrant the title to the same: *subject to any valid existing lease upon the premises*

And I,, wife of the said, for and in consideration of the said sum of money, do hereby release and relinquish unto the said part.. of the second part all my right of dower and homestead in and to the said lands.

To have and to hold the said lands unto the said part.. of the second part,..... heirs, executors, administrators, successors, or assigns forever.

In witness whereof, the said part.. of the first part ha.. hereunto set hand.. and seal.. the day and year first above written.

Witnesses:

Witness signature lines: P. O. as to [SEAL.]

17,

UNITED STATES OF AMERICA, INDIAN TERRITORY,

Western Judicial District, ss:

Be it remembered that on this day came before me, the undersigned
....., within and for the western judicial district of Indian Territory aforesaid,
duly commissioned and acting as such,

.....
to me personally well known as the part.. grantor.. in the within and fore-
going deed of conveyance, and stated that .. executed the same for the consideration
and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day also voluntarily appeared before me the
said....., wife of said, to me personally
well known to be the person whose name appears upon the within and foregoing, and
in the absence of her said husband declared that she had of her own free will executed
said deed, and signed and sealed the relinquishment of dower and homestead therein
expressed for the consideration and purposes therein contained and set forth with-
out compulsion or undue influence of her said husband.

Witness my hand and seal as such on this day of
....., 190..

.....
.....
(My commission expires)

BOV

WARRANTY DEED.

CREEK NATION, I. T.

FROM

.....
.....
.....

TO

.....
.....
.....

..... } ss.
.....

Filed for record this..... day
of, 190...,
at..... o'clock, m.

By.....

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,

Muskogee, I. T.,, 190...
The within deed is forwarded to the
Commissioner of Indian Affairs with
recommendation that it be.....

See my report of even date.

.....
U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

Washington, D. C.,, 190...
The within deed is respectfully sub-
mitted to the Secretary of the Interior,
with recommendation that it be.....

.....
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, D. C.,, 190...
The within deed is hereby

.....
Secretary of the Interior.

18.

CERTIFICATE OF OFFICER TAKING ACKNOWLEDGMENT.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

I,, a, within and for the western judicial district of the Indian Territory, hereby certify that and, witnesses to the attached deed, signed the same in my presence at the request of the grantor..; that they are personally well known to me and that I know of my own knowledge that they are reputable persons and entitled to full faith and credit. I further certify that the deed was in my presence read to the grantor.., and that the contents, purport, and effect of the deed were fully explained to the grantor.. by me, and that approved and signed the same in my presence; that the consideration specified in the deed is the fair value of the land; that the conveyance is in every respect free from fraud or deception, and that the land described in the deed is no part of the grantor's homestead.

Witness my hand and seal as such this day of, 190..

.....
.....

N



AFFIDAVIT OF WITNESSES.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

..... and, witnesses to the attached deed,
being by me first duly sworn, upon their oaths state, each for himself, that said deed
was in their presence read and fully explained to the grantor...; that under-
stood the nature, contents, and effect thereof and approved and signed the same in
their presence.

.....
.....

Subscribed in my presence and sworn to before me this day of
....., 190...

.....
.....

(My commission expires)

BOM

GRANTOR'S AFFIDAVIT.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

....., grantor.. in the deed
hereto attached, being first sworn on oath, say...: That the sale of said described
land is bona fide; that there is no contract, agreement, or understanding, written or
verbal, whereby the consideration money or price paid for the land, or any portion
thereof, is to be refunded to the purchaser after the approval of the deed, and that
no live stock, implements, or other thing or things of value are to be taken or
exchanged in lieu of said consideration money, or any portion thereof; that neither
the grantee, his agent, or employee has directly or indirectly paid, loaned, promised,
or given to me, or to anyone for me, any money or other thing of value as an
advancement on the purchase price of the land, or as a consideration for or induce-
ment to the sale of the land and the execution of the deed therefor, nor for any
other purpose. The grantor.. also state.. that of said land acres
are in cultivation, and that the same is improved as follows:

.....
the reasonable value of which does not exceed dollars.
.....
.....

Subscribed in my presence and sworn to before me this day of
....., 190...

(My commission expires.....)

GRANTEE'S AFFIDAVIT.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

....., grantee.. in the deed
attached hereto from
to, make.. oath and say...:
That there is no contract, agreement, or understanding, written or verbal, whereby
the consideration, money, or price paid for the land, or any portion thereof, is to be
refunded to the purchaser after the approval of the deed; that no live stock, imple-
ments, articles, or other things of value are to be exchanged or taken in lieu of said
consideration, money, or purchase price, or any portion thereof, for such land; and
that I am not a party to any association or combination of persons to acquire said
lands at less than their fair value, or to prevent open and fair competition in the
purchase and sale of lands within the limits of the Indian Territory; that I am not
directly or indirectly connected with or interested in any device, scheme, or plan to
prevent or interfere with fair competition in the purchase of said lands or to secure
them at less than their market value; and that the contract under which the deed
presented for approval was executed was not procured through or by means of any
such device, scheme, or plan; that such contract was not secured through false rep-
resentations to the grantor.. or by suppression of facts as to the value of the land or
as to any other feature of the transaction; and that neither the grantor.. nor any-
one acting for or in place ha.. been given or promised any
money or other thing by me or by anyone with my advice, knowledge, or consent,
except the consideration named in the deed, to induce to agree to such
sale of lands; that neither myself, my agent, or employee has directly or
indirectly paid, loaned, promised, or given to the grantor, or to anyone for him, any
money or other thing of value as an advancement on the purchase price or as a con-
sideration for, or inducement to, the sale of the land and the execution of the deed
therefor, nor for any other purpose.

.....
Subscribed in my presence and sworn to before me this day of, 190..

.....
(My commission expires)

CERTIFICATE OF OFFICER WHO APPRAISED THE LAND.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

I,¹, certify that I visited, viewed, and appraised the following-described land, to wit: Sec, T, R....., which has heretofore been allotted to by the Commission to the Five Civilized Tribes. I find that the same is improved as follows: , which improvements do not exceed in value dollars; that the land is of the following character: I further certify that the sum of dollars, the total appraised value, including the improvements, is a fair, reasonable, and just price for said land, according to my best judgment.

....., 190..

I hereby certify that....., who is a person of integrity, is well informed as to the value of lands in the Creek Nation; also that I believe that the appraisment made by him shows the true value of the land.

.....
U. S. Indian Agent.

....., 190..

¹ Give name and official position.

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

AGRICULTURAL LEASE, CREEK NATION, INDIAN TERRITORY.

(Sec. 17, act of June 30, 1902, 32 Stat., 500.)

[Write all names and addresses in full.]

This indenture, made and entered into, in quadruplicate, on this.....day of, A. D. 19.., by and between, of, part.. of the first part, and, of, part.. of the second part, under and in accordance with the provisions of section 17 of the act of Congress approved June 30, 1902, and ratified by the Muskogee or Creek national council on July 26, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to agricultural leases in the Creek Nation.

Witnesseth: That the said part.. of the first part, for and in consideration of the covenant.. of the said part.. of the second part, hereinafter set forth, do.. by these presents lease to said part.. of the second part, for agricultural purposes only, the following-described tract of land, lying and being within the Creek Nation and within the Indian Territory, to wit:

..... of section....., of township....., of range....., of the Indian Meridian, and containing..... acres, more or less, for the full term of..... years from the date hereof. And the said part.. of the second part, in consideration of said premises as above set forth, covenant.. and agree.. with the part.. of the first part to pay the said part.. of the first part as rental for the same the sum ofdollars, being at the rate of.....dollars per acre, payable as follows, to wit:

Said part.. of the second part further covenant.. and agree.. that will at own expense, within years from the date of the approval hereof by the Secretary of the Interior, inclose the leased premises by a barbed-wire fence of three strands, strung on posts set or driven two feet into the ground and not more than sixteen and one-half feet apart and of the material usually used in the Creek Nation for this purpose; that all improvements, such as hogpens, cattle corrals, etc., shall be constructed in a substantial manner and of durable material, and that will build and erect other improvements on said premises as follows:

.....

 that will within years from the date of said approval plant
 acres of the leased premises in fruit of the following kinds or classes: (a)

and that will break out and put into a proper state of cultivation each
 year acreage as follows: First year, acres; second year,
 acres; third year, acres; fourth year,
 acres; fifth year, acres; sixth year,
 acres; seventh year, acres; eighth year, acres;
 ninth year, acres; tenth year, acres.

Said part.. of the second part further covenant.. and agree.. that
 will, and at own expense, insure against loss by fire in some reliable
 fire insurance company, at their reasonable insurable value, all buildings now on said
 leased premises or that may hereafter be erected thereon by or for said part.. of the
 second part, or by anyone holding under said part.. of the second part as a sublessee,
 or otherwise.

Said part.. of the second part further covenant.. and agree.. that in case any of
 the buildings now on said leased premises, or any of those hereafter erected thereon
 during the life of this lease, under the provisions hereof, shall be destroyed by fire,
 will, immediately after such destruction, erect thereon another building
 or buildings, as the case may be, equally as substantial and appropriate for the pur-
 pose for which used as was or were the building or buildings destroyed as aforesaid.

The said part.. of the second part further covenant.. and agree.. that at the expira-
 tion of the time mentioned in this lease will surrender to the said part.. of
 the first part peaceable possession of the leased premises in good condition, the usual
 wear and unavoidable accidents excepted, and that failure, neglect, or
 refusal to pay the rental, or any part thereof, when the same becomes due and pay-
 able, as herein provided, shall work a forfeiture of this lease, and entitle the part..
 of the first part, or whomsoever shall be lawfully entitled to said premises, to enter
 and take possession of the same.

It is understood and agreed by the parties hereto that the use of the leased pre-
 mises by said part.. of the second part, or by anyone holding under as a sub-
 lessee, or otherwise, for any purpose not covered by this lease, or the failure by the
 part.. of the second part to pay the rental when the same becomes due, or in case
 the part.. of the second part fail.., neglect.., or refuse.. to make the improvements
 herein specified within the time mentioned, such failure, neglect, or refusal shall
 work a forfeiture hereof.

It is further understood by the parties hereto that the part.. of the second part
 will not permit any nuisance to be maintained on the premises nor allow any intoxi-
 cating liquors to be sold or given away for any purpose on the leased premises, and
 failure to comply with these conditions shall work a forfeiture hereof.

It is further understood and agreed by the parties hereto that all buildings and
 improvements shall remain a part of said land and become the property of the owner
 of the land as a part of the consideration of this lease, in addition to the other con-
 siderations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assign-
 ment, or transfer of this lease, or of any interest therein or thereunder, can be directly

a Here give number of each kind or class.

or indirectly made without the written consent thereto of the lessor... and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this lease, and this lease shall be subject to all rules and regulations heretofore prescribed by the Secretary of the Interior, or which may be hereafter prescribed by him.

The part.. of the second part hereby acknowledge to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the part.. of the second part as principal.. and

as suret...., entered into the day of, and which shall remain on file in the Indian Office during the life of this lease.

In testimony whereof the parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: (a)

..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O.....	} as to [SEAL.]
..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O.....	} as to [SEAL.]
..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O.....	} as to [SEAL.]
..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O.....	} as to [SEAL.]
..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O..... P. O.....	} as to [SEAL.]

^aTwo witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

AGRICULTURAL LEASE,
CREEK NATION, I. T.

.....
.....
TO

.....
.....
OF

.....
.....
Sec, Tp....., Range,
in the Creek Nation, Indian Territory.

Dated, 190..

Expires, 19...

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,

Muskogee, I. T., , 190..

The within lease is forwarded to the
Commissioner of Indian Affairs with
recommendation that it be
See my report of even date.

.....,
U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

Washington, D. C., , 190..

Respectfully submitted to the Secretary
of the Interior with recommendation
that it be

.....,
Commissioner.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., , 190..

.....,
Secretary of the Interior.

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

GRAZING LEASE, CREEK NATION, INDIAN TERRITORY.

(Sec. 17, act of June 30, 1902, 32 Stat., 500.)

[Write all names and addresses in full.]

This indenture made and entered into, in quadruplicate, on this ... day of ..., A. D. 190..., by and between ... of ... part.. of the first part, and ...

of ... of the second part, under and in accordance with the provisions of section 17 of the act of Congress approved June 30, 1902, and ratified by the Muskogee or Creek national council on July 26, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to grazing leases in the Creek Nation, Indian Territory.

Witnesseth: That said part.. of the first part, for and in consideration of the covenant.. of the said part.. of the second part, hereinafter set forth, do.. by these presents lease to said part.. of the second part, for grazing purposes only, the following-described tract of land lying and being within the limits of the Creek Nation and within the Indian Territory, to wit: ..

of section .., of township .., of range .., of the Indian Meridian, and containing .. acres, more or less, for the full term of .. years from date hereof, and the said part.. of the second part, in consideration of said premises, as above set forth, covenant.. and agree.. with the part.. of the first part to pay said part.. of the first part as rental for the same, the sum of .. dollars, being at the rate of .. dollars per acre, payable as follows, to wit: ..

Said part.. of the second part further covenant.. and agree.. that .. will at .. own expense, within .. years from the date of the approval hereof by the Secretary of the Interior, inclose the leased premises by a barbed wire fence of three strands, strung on posts set or driven two feet into the ground not more than sixteen and one-half feet apart, and of the material usually used in the

Creek Nation for this purpose; that all improvements made, such as hogpens, cattle corrals, etc., shall be constructed in a substantial manner and of durable material, and that will erect and build other improvements on said leased premises as follows:

Said part.. of the second part further covenant.. and agree.. that at the expiration of the time mentioned in this lease will surrender to said part.. of the first part peaceable possession of the leased premises in good condition, the usual wear and unavoidable accidents excepted, and that failure, neglect, or refusal to pay the rental, or any part thereof, when the same becomes due and payable, as herein provided, shall work a forfeiture of this lease and entitle the part.. of the first part, or whomsoever shall be lawfully entitled to said premises, to enter and take possession of the same.

Said part.. of the second part further covenant.. and agree.. that will comply with all the quarantine laws or customs in force in the Creek Nation, Indian Territory, as to excluding diseased or infected cattle or other animals from the premises, and that will comply with such regulations as may be adopted by the Secretary of the Interior in the matter, and that will comply with all the regulations at any time adopted by said Secretary to prevent other allotments of individual Indians or tribal lands from damage or interference by cattle or other animals, and will not in any manner intrude on other Indian allotments.

It is understood and agreed by the parties hereto that the use of the leased premises by said part.. of the second part, or by anyone holding under as a sublessee, or otherwise, for any purpose not covered by this lease, or the failure by the part.. of the second part to pay the rental when the same becomes due, or in case the part.. of the second part fail.., neglect.., or refuse.. to make the improvements herein specified within the time mentioned, such failure, neglect, or refusal shall work a forfeiture hereof.

It is further understood and agreed by the parties hereto that the part.. of the second part will not permit any nuisance to be maintained on the premises nor allow any intoxicating liquors to be sold or given away for any purpose on the leased premises, and failure to comply with these conditions will work a forfeiture of the lease.

It is further understood and agreed by the parties hereto that all buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration of this lease in addition to the other considerations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assignment, or transfer of this lease, or of any interest therein or thereunder, can be, directly or indirectly, made without the written consent thereto of the lessor.. and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this lease, and this lease shall be subject to all rules and regulations prescribed by the Secretary of the Interior, or which may be hereafter prescribed by him.

The part.. of the second part hereby acknowledge to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the part.. of the second part as principal.. and

as suret.., entered into the day of, and which shall remain on file in the Indian Office during the life of this lease.



In testimony whereof the parties of the first and second parts heresin have set their hands and affixed their seals the day and year first above written.

Witnesses: a

.....	}	as to..... [SEAL.]
P. O.		
.....	}	as to..... [SEAL.]
P. O.		
.....	}	as to..... [SEAL.]
P. O.		
.....	}	as to..... [SEAL.]
P. O.		
.....	}	as to..... [SEAL.]
P. O.		
.....	}	as to..... [SEAL.]
P. O.		

aTwo witnesses to all signatures.



DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

GRAZING LEASE,
CREEK NATION, I. T.

.....
.....
TO

.....
.....
.....

OF

.....
.....

Sec. Tp. Range
in the Creek Nation, Indian Territory. ·
Dated, 190..
Expires, 19..

Cy
/

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,

Muskogee, I. T., 190..

The within lease is forwarded to the
Commissioner of Indian Affairs with
recommendation that it be
See my report of even date.

.....
U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

Washington, D. C., 190..

Respectfully submitted to the Secretary
of the Interior with recommendation that
it be

.....
Commissioner.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., 190..

.....
Secretary of the Interior.

32



APPLICATION FOR LEASE.

To the SECRETARY OF THE INTERIOR:

....., desiring to avail of the provisions of section seventeen of the act of June 30, 1902 (32 Stat., 500), hereby make.. application to have approved the accompanying lease for the purpose of, covering the following tract of land, viz:.....

....., sec., in township, of range, in the Nation, containing acres, more or less, the attached map showing the amount of land of each legal subdivision supposed to be underlaid with and the quantity that can probably be mined; and solemnly that this application is made in good faith and with no other object than that of

Sworn to and subscribed before me this day of, 190..

WASHINGTON, D. C.,, 190..

Approved:

..... Secretary.

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

COAL AND ASPHALT MINING LEASE, CREEK NATION, INDIAN TERRITORY.

(Sec. 17, act of June 30, 1902, 32 Stat., 500.)

[Write all names and addresses in full.]

This indenture of lease made and entered into, in quadruplicate, on this day of, A. D. 190.., by and between, of, part.. of the first part, and

....., of, part.. of the second part, under and in pursuance of the provisions of section 17 of the act of Congress approved June 30, 1902, and ratified by the Muskogee or Creek

national council on July 26, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases in the Creek Nation.

Witnesseth: That the part.. of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part.. of the second part, heirs, executors, administrators, successors, or assigns, do hereby demise, grant, and let unto the part.. of the second part, heirs, executors, administrators, successors, or assigns the following-described tract of land lying and being within the Creek Nation and within the Indian Territory, to wit:

..... of section, of township, of range, of the Indian Meridian, and containing acres, more or less, for the full term of years from the date hereof, for the sole purpose of prospecting for and mining coal and asphalt; the part.. of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such coal and asphalt.

In consideration of the premises the part.. of the second part hereby agree.. and bind,, heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part.. of the first part as royalties the sums of money as follows, to wit:

On asphaltum the sum of ten cents per ton for each and every ton of crude asphalt produced, weighing 2,000 pounds, or the sum of sixty cents per ton on refined asphalt. On the production of all coal mined under this lease the sum of eight cents per ton of 2,000 pounds on mine run, or coal as it is taken from the mines, including what is commonly called "slack."

And the part.. of the second part further agree.. and bind,, heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to the lessor.., as advanced annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years; and seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor.., be null and void, and all royalties paid in advance shall become the money and property of the lessor..

All royalty accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the part.. of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the part.. of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The part.. of the second part further agree.. and bind, heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to the part.. of the first part the royalty as it becomes due.

The part.. of the second part further covenant.. and agree.. to exercise diligence in the conduct of the prospecting and mining operations and to open mines and operate the same in a workmanlike manner and to the fullest

STATS

possible extent on the leased premises; to commit no waste upon said premises or upon the mines that may be thereon and to suffer no waste to be committed thereon; to take good care of the same and to surrender and return the premises at the expiration of this lease to the part.. of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by

..... the part.. of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of said part.. of the second part; that will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that will not at any time during the term hereby granted assign, transfer, or sublet estate, interest, or term in said premises and land or the appurtenances thereto to any person or persons whomsoever without the written consent thereto of the part.. of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said part.. of the second part further covenant.. and agree.. that will allow said lessor.... and his agents, from time to time, to enter upon and into all parts of said premises for purposes of inspection, and agree.. to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor.., and to the Secretary of the Interior through such officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased, as security for the payment of said royalties.

And the part.. of the second part agree.. that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to such mineral leases in the Creek Nation; and said part.. of the second part expressly agree.. that should sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail, for the period of sixty days, to pay the stipulated monthly royalty provided for herein, then the part.. of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part.. of the second part, sublessees, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee.. make.. reasonable and bona fide effort to find and mine coal and asphalt in paying quantity, as is herein required of, and such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect unless the part.. of the second part shall, within sixty days from the date of

35,

approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of July 10, 1903, prescribed by the Secretary of the Interior.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: (a)

.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			

(a) Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

COAL AND ASPHALT MINING
LEASE.

CREEK NATION, I. T.

.....
.....
TO

.....
.....
OF

.....
.....
Sec....., Tp....., Range.....,
in the Creek Nation, Indian Territory.

Dated, 190..

Expires, 19..

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DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,
Muskogee, I. T., 190..

The within lease is forwarded to the
Commissioner of Indian Affairs with
recommendation that it be
See my report of even date.

.....
U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., 190..

37

Respectfully submitted to the Secretary
of the Interior with recommendation that
it be.....

.....
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., 190..

.....
Secretary of the Interior.



TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CREEK NATION, INDIAN TERRITORY.

[Sec. 17, act of June 30, 1902, 32 Stat., 500.]

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate, on this ... day of ..., A. D. 190..., by and between ... of ... part... of the first part, and ... of ... part... of the second part, under and in pursuance of the provisions of section 17 of the act of Congress approved June 30, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.

Witnesseth: That the part... of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the part... of the second part, ... successors and assigns, do... hereby demise, grant, and let unto the part... of the second part, ... successors and assigns, for the term of ... years from the date hereof, all of the oil deposits and natural gas in or under the following-described tract of land, lying and being within the Creek Indian Nation, and within the Indian Territory, to wit: The ...

of section ..., township ..., range ..., of the Indian Meridian, and containing ... acres, more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the part... of the second part hereby agree... and bind... successors and assigns, to pay or cause to be paid to the lessor... as royalty the sum of ten per cent of the value, on the leased premises, of all crude oil extracted from the said land, and if the parties do not, before the tenth day of the month succeeding its extraction, agree upon the value of the crude oil on the

leased premises, the value thereof shall finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe, and to so pay the royalty accruing for any month on or before the twenty-fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month shall constitute the criterion in computing the royalty; and to pay in yearly payments, at the end of each year, such royalty on each gas-producing well as the Secretary of the Interior may prescribe, the lessor.. to have free the use of gas for lighting and warming his residence on the premises. But failure on the part of the lessee.. to use a gas-producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil.

And the part.. of the second part further agree.. and bind,
 successors and assigns, to pay or cause to be paid to the lessor..., as advanced annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance, for the first and second years; Thirty cents per acre per annum, in advance, for the third and fourth years; and Seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor.., be null and void, and all royalties paid in advance shall become the money and property of the lessor...

The part.. of the second part further covenant.. and agree.. to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the said land, and to suffer no waste to be committed upon the portion in occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part.. of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or improvements erected thereon during the said term by the said part.. of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting that tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part.. of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that will not permit any nuisance to be maintained on the premises under control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any well will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And it is mutually understood and agreed that no sublease, assignment, or transfer of this lease or of any interest therein or thereunder can be directly or indirectly made without the written consent thereto of the lessor.. and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

And the said part.. of the second part further covenant.. and agree.. that..... will keep an accurate account of all oil-mining operations, showing the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospect-

ing and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment of said royalties.

And the part.. of the second part agree.. that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Creek Nation.

And the said part.. of the second part expressly agree.. that should..... or sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part.. of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part.. of the second part, sublessees, heirs, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee.. make .. reasonable and bona fide effort to find and produce oil in paying quantity as is herein required of, and such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect unless the part.. of the second part shall, within sixty days from the date of approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of July 10, 1903, prescribed by the Secretary of the Interior.

IN WITNESS WHEREOF, The said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

.....[SEAL.]
.....[SEAL.]
.....[SEAL.]

Attest:

.....
Two witnesses to execution by lessor:

P. O.

P. O.

Two witnesses to execution by lessee:

P. O.

P. O.

WITNESSES

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

OIL AND GAS MINING LEASE,
CREEK NATION, I. T.

.....

.....

TO

.....

.....

.....

OF

.....

.....

.....

Sec....., Tp....., Range.....,
in the Creek Nation, Indian Territory.

Dated....., 190..

Expires....., 19...

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,
Muskogee, I. T., , 190..

The within lease is forwarded to the
Commissioner of Indian Affairs with
recommendation that it be
See my report of even date.

.....,
U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., , 190..

Respectfully submitted to the Secretary
of the Interior, with recommendation
that it be

.....,
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., , 190..

.....,
Secretary of the Interior.

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TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

FOR OTHER MINERALS THAN COAL, ASPHALT, OIL, AND GAS. MINING LEASE, CREEK NATION.

(Sec. 17, act of June 30, 1902, 32 Stat., 500.)

[Write all names and addresses in full.]

This indenture of lease made and entered into, in quadruplicate, on this ... day of ..., A. D. 190..., by and between ... of ... part.. of the first part, and ... of ... part.. of the second part, under and in pursuance of the provisions of section 17 of the act of Congress approved June 30, 1902, and ratified by the Muskogee or Creek national council on July 26, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases in the Creek Nation.

WITNESSETH: That the part.. of the first part for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part.. of the second part, ... heirs, executors, administrators, successors, or assigns, do... hereby demise, grant, and let unto the part.. of the second part, ... heirs, executors, administrators, successors, or assigns, the following-described tract of land lying and being within the Creek Nation and within the Indian Territory, to wit:

of section, of township, of range, of the Indian Meridian, and containing ... acres, more or less, for the full term of ... years from the date hereof, for the sole purpose of prospecting for and mining minerals, as follows:

; the part.. of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such minerals.

In consideration of the premises, the part.. of the second part hereby agree.. and bind, ... heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part.. of the first part, as royalties, the sums of money as follows, to wit:

And the part.. of the second part further agree.. and bind..

..... heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to the lessor., as advanced annual royalty on this lease, the sums of money, as follows, to wit: per acre per annum, in advance, for the first and second years; per acre per annum, in advance, for the third and fourth years; and per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty; and further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor., be null and void, and all royalties paid in advance shall become the money and the property of the lessor..

All royalty accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the part.. of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the part.. of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The part.. of the second part further agree.. and bind .., .. heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part.. of the first part the royalty as it becomes due.

The part.. of the second part further covenant.. and agree.. to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises, or upon the mines that may be thereon, and to suffer no waste to be committed thereon; to take good care of the same, and to surrender and return the premises at the expiration of this lease to the part.. of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by ..

..... the part.. of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of said part.. of the second part; that will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that will not at any time during the term hereby granted assign, transfer, or sublet estate, interest, or term in said premises and land, or the appurtenances thereto, to any person or persons whomsoever without the written consent thereto of the part.. of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said part.. of the second part further covenant.. and agree.. that will allow said lessor.. and his agents, from time to time, to enter upon and into all parts of said premises for purposes of inspection, and agree.. to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor., and to the Secretary of the Interior through such

officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased, as security for the payment of said royalties.

And the part . . . of the second part agree . . . that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to such mineral leases in the Creek Nation; and said part . . . of the second part expressly agree . . . that should . . . sublessees, . . . heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part . . . of the first part shall be at liberty, in . . . discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part . . . of the second part, . . . sublessees, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee . . . make . . . reasonable and bona fide effort to find and mine . . . in paying quantity, as is herein required of . . . , and such effort is unsuccessful, . . . may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all . . . then existing obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect unless the part . . . of the second part shall, within sixty days from the date of approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of July 10, 1903, prescribed by the Secretary of the Interior.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: (a)

.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			
.....	}	as to	[SEAL.]
P. O.			

(a) Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

..... MINING LEASE,
CREEK NATION, I. T.

TO

OF

ec....., Tp....., Range.....,
in the Creek Nation, Indian Territory.
Dated, 190..
Expires, 19...

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,

Muskogee, I. T.,, 190..

The within lease is forwarded to the
Commissioner of Indian Affairs with rec-
ommendation that it be
See my report of even date.

U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

Washington, D. C.,, 190..

Respectfully submitted to the Secretary
of the Interior with recommendation that
it be

Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, D. C.,, 190..

Secretary of the Interior.

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BOND.

Know all men by these presents, that

of

as principal., and

of

as suret., are held and firmly bound unto the United States of America in the sum of dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, successors, executors, or administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated day of

The condition of this obligation is such that whereas the above bounden

as principal., entered into certain indenture of lease, dated

....., with

for the lease of a tract of land described as follows:

.....

and located in the Creek Nation, Indian Territory, for

purposes for the period of years from the date thereof.

Now, if the above-bounden

.....

shall faithfully carry out and observe all the obligations assumed in said indenture of lease by and shall observe all the laws of the United States, and regulations made, or which shall be made thereunder, for the government of trade and intercourse with Indian tribes, and all the rules and regulations that have been, or may be, prescribed by the Secretary of the Interior under section 17 of the act approved June 30, 1902 (32 Stat. L., 500), relative to leases in the Creek Nation, Indian Territory, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed in the presence of—
Witnesses: (a)

P. O.	}	as to	[SEAL.]
P. O.			
P. O.	}	as to	[SEAL.]
P. O.			
P. O.	}	as to	[SEAL.]
P. O.			
P. O.	}	as to	[SEAL.]
P. O.			

(a) Two witnesses to all signatures.

ONE

Cherokee Lands.

Allotment - 110 acres; Section 11 of act approved July 1, 1902 (32 Stat. 416):

SEC. 11. There shall be allotted by the Commission to the Five Civilized Tribes and to each citizen of the Cherokee tribe, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to one hundred and ten acres of the average allottable lands of the Cherokee Nation, to conform as nearly as may be to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements.

Smallest Legal Sub-division; Section 12 of the act of July 1, 1902:

SEC. 12. For the purpose of making allotments and designating homesteads hereunder, the forty-acre, or quarter of a quarter section, subdivision established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a section.

40 acre Homestead in-alienable for 21 years;

SEC. 13. Each member of said tribe shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to forty acres of the average allottable lands of the Cherokee Nation, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of the certificate of allotment. Separate certificate shall issue for said homestead. During the time said homestead is held by the allottee the same shall be nontaxable and shall not be liable for any debt contracted by the owner thereof while so held by him.

No alienation for 5 years; Section 14 of act approved July 1, 1902 provides:

SEC. 14. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation, or be alienated by the allottee or his heirs, before the expiration of five years from the date of the ratification of this act.

May be sold after 5 years;

SEC. 15. All lands allotted to the members of said tribe, except such land as is set aside to each for a homestead as herein provided, shall be alienable in five years after issuance of patent.

When Commission may select allotment;

SEC. 16. If for any reason an allotment should not be selected or a homestead designated by or on behalf of any member of the tribe, it shall be the duty of said Commission to make said selection and designation.

2

Smallest Legal Subdivision, - Section 17 of act approved July 1, 1902

SEC. 17. In the making of allotments and in the designation of homesteads for members of said tribe, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in section twelve hereof.

When Administrator may select allotment, - Section 20 of act approved July 1, 1902. *Sec. 20*

SEC. 20. If any person whose name appears upon the roll prepared as herein provided shall have died subsequent to the first day of September, nineteen hundred and two, and before receiving his allotment, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and proper time, the Dawes Commission shall designate the lands thus to be allotted.

Allotments for minors and incompetents, -

Leases - for Grazing, Agriculture, and Mining, -

SEC. 72. Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are intro-

duced into the Cherokee Nation and grazed on lands not selected as allotments by citizens the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section twenty-one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

Sale of Lands, - act 1904.

①
Creek Lands.

Allotment of Lands.— The Creek nation lands were allotted under treaty approved, March 1, 1901, (31 Stat. 861) and a supplemental treaty, approved June 30, 1902, (32 Stat. 500). Section 2 of the supplemental treaty amended section 2 of the prior treaty to read as follows:

All lands belonging to the Creek tribe of Indians in Indian Territory, except town sites and lands reserved for Creek schools and churches, railroads, and town cemeteries, in accordance with the provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be appraised at not to exceed \$6.50 per acre, excluding only lawful improvements on lands in actual cultivation.

Such appraisement shall be made under the direction and supervision of the Commission to the Five Civilized Tribes, by such number of committees with necessary assistance as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief. Said Commission shall have authority to revise and adjust the work of said committees; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said Commission. The appraisement so made shall be submitted to the Secretary of the Interior for approval.

160 acres — Standard Allotment, — The first paragraph of section 3 of treaty approved March 1, 1901 (31 Stat. 861) is as follows:

3. All lands of said tribe, except as herein provided, shall be allotted among the citizens of the tribe by said Commission so as to give each an equal share of the whole in value, as nearly as may be, in manner following: There shall be allotted to each citizen one hundred and sixty acres of land—boundaries to conform to the Government survey—which may be selected by him so as to include improvements which belong to him. One hundred and sixty acres of land, valued at six dollars and fifty cents per acre, shall constitute the standard value of an allotment, and shall be the measure for the equalization of values; and any allottee receiving lands of less than such standard value may, at any time, select other lands, which, at their appraised value, are sufficient to make his allotment equal in value to the standard so fixed.

Simulation of Distribution of Lands - The second paragraph of section 3 of the treaty approved March 1, 1901 (31 Stat. 861) was amended by paragraph 3 of treaty approved June 30, 1902, (32 Stat. 500) to read as follows:

138-2
 Paragraph 2 of section 3 of the agreement ratified by said act of Congress approved March 1, 1901, is amended and as so amended is reenacted to read as follows: If any citizen select lands the appraised value of which is \$6.50 per acre, he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and moneys equal in value to his allotment.

Minors, and Incompetents, - Section 4 of the treaty approved March 1, 1901 (31 Stat. 861) reads as follows:

4. Allotment for any minor may be selected by his father, mother, or guardian, in the order named, and shall not be sold during his minority. All guardians or curators appointed for minors and incompetents shall be citizens. Allotments may be selected for prisoners, convicts, and aged and infirm persons by their duly appointed agents, and for incompetents by guardians, curators, or suitable persons akin to them, but it shall be the duty of said commission to see that such selections are made for the best interests of such parties.

Improvements on Lands, - Section 5 of the treaty approved March 1, 1901, (31 Stat. 861) provides:

5. If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements, select thereon lands so as to dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements; but after the expiration of ninety days from the ratification of this agreement any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisal committee, and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires.

No Incumbrance - alienation - Section 7 of Treaty approved March 1, 1901, (31 Stat. 861) including the last paragraph is as follows:

7. Lands allotted to citizens hereunder shall not in any manner whatsoever, or at any time, be incumbered, taken, or sold to secure or satisfy any debt or obligation contracted or incurred prior to the date of the deed to the allottee therefor, and such lands shall not be alienable by the allottee or his heirs at any time before the expiration of five years from the ratification of this agreement, except with the approval of the Secretary of the Interior.

Each citizen shall select from his allotment forty acres of land as a homestead, which shall be nontaxable and inalienable and free from any incumbrance whatever for twenty-one years, for which he shall have a separate deed, conditioned as above: *Provided*, That selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves may be made in the manner herein provided for the selection of their allotments; and if, for any reason, such selection be not made for any citizen, it shall be the duty of said commission to make selection for him.

Homestead of Allottee, - The last paragraph of Section 7 of Treaty approved March 1, 1901 (31 Stat. 861) is as follows:

The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after the ratification of this agreement, but if he have no such issue, then he may dispose of his homestead by will, free from limitation herein imposed, and if this be not done, the land shall descend to his heirs according to the laws of descent and distribution of the Creek Nation, free from such limitation. 6,167.
3

By Section 6 of Treaty approved June 30, 1902, (32 Stat. 500) the above section was amended as follows:

6. The provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), in so far as they provide for descent and distribution according to the laws of the Creek Nation, are hereby repealed, and the descent and distribution of land and money provided for by said act shall be in accordance with chapter 49 of Mansfield's Digest of the Statutes of Arkansas now in force in Indian Territory: *Provided*, That only citizens of the Creek Nation, male and female, and their Creek descendants shall inherit lands of the Creek Nation: *And provided further*, That if there be no person of Creek citizenship to take the descent and distribution of said estate, then the inheritance shall go to noncitizen heirs in the order named in said chapter 49. 3
7,137.

Possession of Allottee, - Section 19 of Treaty approved June 30, 1902, (32 Stat. 600) amend. section 8 of ~~the~~ Treaty approved March 1, 1901, so as to read as follows:

19. Section 8 of the agreement, ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:
"The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land, and during the continuance of the tribal government the Secretary of the Interior, through such Indian agent, shall protect the allottee in his right to possession against any and all persons claiming under any lease, agreement, or conveyance not obtained in conformity to law."

Surplus Lands, - Section 9 of Treaty approved March 1, 1901, (31 Stat. 861):

9. When allotment of one hundred and sixty acres has been made to each citizen, the residue of lands, not herein reserved or otherwise disposed of, and all the funds arising under this agreement shall be used for the purpose of equalizing allotments, and if the same be insufficient therefor, the deficiency shall be supplied out of any other funds of the tribe, so that the allotments of all citizens may be made equal in value, as nearly as may be, in manner herein provided.

Parents Natural Guardians, - Section 35 of Treaty approved March 1, 1901 is as follows:

35. Parents shall be the natural guardians of their children, and shall act for them as such unless a guardian shall have been appointed by a court having jurisdiction; and parents so acting shall not be required to give bond as guardians unless by order of such court, but they, and all other persons having charge of lands, moneys, and other property belonging to minors and incompetents, shall be required to make proper accounting therefor in the court having jurisdiction thereof in manner deemed necessary for the preservation of such estates.

Disposal of Timber, - Section 38 of the Treaty approved March 1, 1901:

38. After any citizen has selected his allotment he may dispose of any timber thereon, but if he dispose of such timber, or any part of same, he shall not thereafter select other lands in lieu thereof, and his allotment shall be appraised as if in condition when selected.
No timber shall be taken from lands not so selected, and disposed of, without payment of reasonable royalty thereon, under contract to be prescribed by the Secretary of the Interior.

Sale of Lands ^{Encumbrance -} Homestead, - Section 16
 of Treaty approved June 30, 1902, (32
 Stat. 500) provides:

16. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation nor be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment forty acres of land, or a quarter of a quarter section, as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents and aged and infirm persons, who can not select for themselves, may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen it shall be the duty of said Commission to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901, but if he have no such issue then he may dispose of his homestead by will, free from the limitation herein imposed, and if this be not done the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

Sale by Allottees not of Indian Blood, -
 Section of act of Congress approved
 1907, provides:

Leasing for Mineral and Non-Mineral
Purposes - Section 17 of Treaty
 approved June 30, 1902, (32 Stat. 500) is
 as follows:

144-2, 17. Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:
 "Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands."

REPRODUCED FROM ORIGINALS

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Choctaw and Chickasaw
Lands.

Treaties with Choctaw and Chickasaw By treaty made April 23, 1897, at Atlanta, G. T. (appendix A) and ratified by act of Congress approved June 28, 1898 (30 Statute 495) the Choctaw and Chickasaw Nations agreed to the allotment of their lands. At Washington D. C., on the 21 day of March, 1902, a supplemental treaty was made with the Choctaw and Chickasaw tribes. This treaty was ratified by act of Congress approved July 1, 1902, (32 Stat. 641), Appendix B.

Appraisalment of Lands, - Sections 9 and 10 of the treaty approved July 1, 1902, provide:

Sec. 9. All lands belonging to the Choctaw and Chickasaw tribes in the Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in determining such value consideration shall not be given to the location thereof, to any mineral deposits, or to any timber except such pine timber as may have been heretofore estimated by the Commission to the Five Civilized Tribes, and without reference to improvements which may be located thereon.

Sec. 10. The appraisalment as herein provided shall be made by the Commission to the Five Civilized Tribes, and the Choctaw and Chickasaw tribes shall each have a representative to be appointed by the respective executives to cooperate with the said Commission.

Allotment of Lands, - Section 11 of said Supplemental Treaty provides:

Sec. 11. ALLOTMENT OF LANDS. There shall be allotted to each member of the Choctaw and Chickasaw tribes, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to three hundred and twenty acres of the average allottable land of the Choctaw and Chickasaw nations, and to each Choctaw and Chickasaw freedman, as soon as practicable after the approval by the Secretary of the Interior of his enrollment, land equal in value to forty acres of the average allottable land of the Choctaw and Chickasaw nations; to conform, as nearly as may be, to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements. For the purpose of making allotments and designating homesteads hereunder, the forty-acre or quarter-quarter subdivisions established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

Allotments, Minerals Excepted, - The act of Congress approved June 28, 1898, (30 Stat. 495) provides:

Homestead - 160 acres Average Land, - Section 12 of said Treaty provides:

Sec. 12. Each member of said tribes shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to one hundred and sixty acres of the average allottable land of the Choctaw and Chickasaw nations, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment, and separate certificate and patent shall issue for said homestead.

Improvements and Home may be set aside, - The act approved June 28, 1898, applicable to all the Five Tribes, provides:

Provided further, That whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home if the holder so desires:

Alienation of Allotment, - Section 16 of said Treaty provides:

16. All lands 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 patent as follows: One-fourth in acreage in one year, one-fourth in acreage in three years, and the balance in five years; in each case from date of patent: *Provided*, That such land shall not be alienable by the allottee or his heirs at any time before the expiration of the Choctaw and Chickasaw tribal governments for less than its appraised value.

Allotment of Freedmen, - section 13 of said
treaty provides:

13. The allotment of each Choctaw and Chickasaw freedman shall be during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment.

① Alienation of Land by allottees not of Indian
Blood, - Section of act of Con-
gress approved (= Stat.)
is as follows:
(Here insert-)

BOND

Sale of Surplus Lands, - Section 14 of said
Treaty provides:

14. When allotments as herein provided have been made to all citizens and freedmen, the residue of lands not herein reserved or otherwise disposed of, if any there be, shall be sold at public auction under rules and regulations and on terms to be prescribed by the Secretary of the Interior, and so much of the proceeds as may be necessary for equalizing allotments shall be used for that purpose, and the balance shall be paid into the Treasury of the United States to the credit of the Choctaws and Chickasaws and distributed per capita as other funds of the tribes.

Not Subject to Encumbrance, until when, - Sec-
tion 15 of said Treaty provides:

15. Lands allotted to members and freedmen shall not be affected or encumbered by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated under this Act, nor shall said lands be sold except as herein provided.

When Commission may select allotment
or Homestead, - Section 17 provides:

17. If, for any reason, an allotment should not be selected or a homestead designated by, or on behalf of, any member or freedman, it shall be the duty of said Commission to make said selection and designation.

Smallest Subdivision, - Section 18
provides:

18. In the making of allotments and in the designation of homesteads for members of said tribes, under the provisions of this agreement, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in paragraph eleven hereof.

(10 acres)

Improvements, allotments to cover, - The

Atoka Treaty, ratified by act of June 28, 1898, (30 Stat. 495) provides:

That each member of the Choctaw and Chickasaw tribes, including Choctaw and Chickasaw freedmen, shall, where it is possible, have the right to take his allotment on land, the improvements on which belong to him, and such improvements shall not be estimated in the value of his allotment.

Allotments to Minor Children, - The above

named treaty provides:

In the case of minor children, allotments shall be selected for them by their father, mother, guardian, or the administrator having charge of their estate, preference being given in the order named, and shall not be sold during his minority. Allotments shall be selected for prisoners, convicts, and incompetents by some suitable person akin to them, and due care taken that all persons entitled thereto have allotments made to them.

Non-taxable when, - The Atoka Treaty

provides:

All the lands allotted shall be nontaxable while the title remains in the original allottee, but not to exceed twenty-one years from date of patent, and each allottee shall select from his allotment a homestead of one hundred and sixty acres, for which he shall have a separate patent, and which shall be inalienable for twenty-one years from date of patent. This provision shall also apply to the Choctaw and Chickasaw freedman to the extent of his allotment. Selections for homesteads for minors to be made as provided herein in case of allotment, and the remainder of the lands allotted to said members shall be alienable for a price to be actually paid, and to include no former indebtedness or obligation—one-fourth of said remainder in one year, one-fourth in three years, and the balance of said alienable lands in five years from the date of the patent.

Contracts to sell, when void, - The Atoka Treaty

provides:

That all contracts looking to the sale or incumbrance in any way of the land of an allottee, except the sale hereinbefore provided, shall be null and void.

Leasing Land. - The Atoka agreement provides:

No allottee shall lease his allotment, or any portion thereof, for a longer period than five years, and then without the privilege of renewal. Every lease which is not evidenced by writing, setting out specifically the terms thereof, or which is not recorded in the clerk's office of the United States court for the district in which the land is located, within three months after the date of its execution, shall be void, and the purchaser or lessee shall acquire no rights whatever by an entry or holding thereunder. And no such lease or any sale shall be valid as against the allottee unless providing to him a reasonable compensation for the lands sold or leased.

Deeds to allotments. - The Atoka agreement provides:

That as soon as practicable, after the completion of said allotments, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation shall jointly execute, under their hands and the seals of the respective nations, and deliver to each of the said allottees patents conveying to him all the right, title, and interest of the Choctaws and Chickasaws in and to the land which shall have been allotted to him in conformity with the requirements of this agreement, excepting all coal and asphalt in or under said land. Said patents shall be framed in accordance with the provisions of this agreement, and shall embrace the land allotted to such patentee and no other land, and the acceptance of his patents by such allottee shall be operative as an assent on his part to the allotment and conveyance of all the lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title, and interest in and to any and all parts thereof, except the land embraced in said patents, except also his interest in the proceeds of all lands, coal, and asphalt herein excepted from allotment.

That the United States shall provide by law for proper records of land titles in the territory occupied by the Choctaw and Chickasaw tribes.

Allotments - Mineral Sands Excepted. - The act of Congress approved June 28, 1898, (30 Stat. 495) a general act, applicable to all the Civil War Tribes, provides in Section 11 as follows:

SEC. 11. That when the roll of citizenship of any one of said nations or tribes is fully completed as provided by law, and the survey of the lands of said nation or tribe is also completed, the commission heretofore appointed under Acts of Congress, and known as the "Dawes Commission," shall proceed to allot the exclusive use and occupancy of the surface of all the lands of said nation or tribe susceptible of allotment among the citizens thereof, as shown by said roll, giving to each, so far as possible, his fair and equal share thereof, considering the nature and fertility of the soil, location, and value of same; but all oil, coal, asphalt, and mineral deposits in the lands of any tribe are reserved to such tribe, and no allotment of such lands shall carry the title to such oil, coal, asphalt, or mineral deposits; and all town sites shall also be reserved to the several tribes, and shall be set apart by the commission heretofore mentioned as incapable of allotment. There shall also be reserved from allotment a sufficient amount of lands now occupied by churches, schools, parsonages, charitable institutions, and other public buildings for their present actual and necessary use, and no more, not to exceed five acres for each school and one acre for each church and each parsonage, and for such new schools as may be needed: also sufficient land for burial grounds where necessary. When such allotment of the lands of any tribe has been by them completed, said commission shall make full report thereof to the Secretary of the Interior for his approval: *Provided*, That nothing herein contained shall in any way affect any vested legal rights which may have been heretofore granted by Act of Congress, nor be so construed as to confer any additional rights upon any parties claiming under any such Act of Congress:

allotments

Minerals

churches

Allotment non-transferable and Non-Taxable,
when, - Section 11 of act of June 28, 1898,
provides as follows:

Allotment : Provided further, That the lands allotted shall be nontransferable until after full title is acquired and shall be liable for no obligations contracted prior thereto by the allottee, and shall be nontaxable while so held.

3) HEIRS May Sell Inherited Land - Section 4 of
act approved May 27, 1902, (32 Stat. 245) is
as follows:

(Here Quote See. 11 p. 120 R. & T. Col.)

BOND

Serials
see Com. R. p. 128

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Town sites.

Townsite Commission, - the first paragraph of
Section 15 of the
act of June 28, 1898, (30 Stat. 495) is as fol-
lows:

SEC. 15. That there shall be a commission in each town for each one of the Chickasaw, Choctaw, Creek, and Cherokee tribes, to consist of one member to be appointed by the executive of the tribe, who shall not be interested in town property, other than his home; one person to be appointed by the Secretary of the Interior, and one member to be selected by the town. And if the executive of the tribe or the town fail to select members as aforesaid, they may be selected and appointed by the Secretary of the Interior.

Survey and appraisement, - The second paragraph
of Section 15 of act approved June 28, 1898,
provides:

Said commissions shall cause to be surveyed and laid out town sites where towns with a present population of two hundred or more are located, conforming to the existing survey so far as may be, with proper and necessary streets, alleys, and public grounds, including parks and cemeteries, giving to each town such territory as may be required for its present needs and reasonable prospective growth; and shall prepare correct plats thereof, and file one with the Secretary of the Interior, one with the clerk of the United States court, one with the authorities of the tribe, and one with the town authorities. And all town lots shall be appraised by said commission at their true value, excluding improvements; and separate appraisements shall be made of all improvements thereon; and no such appraisement shall be effective until approved by the Secretary of the Interior, and in case of disagreement by the members of such commission as to the value of any lot, said Secretary may fix the value thereof.

Purchase and Payment for Sale, - Section 15 of act of
June 28, 1898, further provides:

The owner of the improvements upon any town lot, other than fencing, tillage, or temporary buildings, may deposit in the United States Treasury, Saint Louis, Missouri, one-half of such appraised value; ten per centum within two months and fifteen per centum more within six months after notice of appraisement, and the remainder in three equal annual installments thereafter, depositing with the Secretary of the Interior one receipt for each payment, and one with the authorities of the tribe, and such deposit shall be deemed a tender to the tribe of the purchase money for such lot.

Failure to Purchase by Owner of Improvements, -
Section 15 of act approved June 28, 1898, also provides:

If the owner of such improvements on any lot fails to make deposit of the purchase money as aforesaid, then such lot may be sold in the manner herein provided for the sale of unimproved lots; and when the purchaser thereof has complied with the requirements herein for the purchase of improved lots he may, by petition, apply to the United States court within whose jurisdiction the town is located for condemnation and appraisement of such improvements, and petitioner shall, after judgment, deposit the value so fixed with the clerk of the court; and thereupon the defendant shall be required to accept same in full payment for his improvements or remove same from the lot within such time as may be fixed by the court.

Unimproved Lands - Sale of, - Section 15 of act
approved June 28, 1898 contains the following:

All town lots not improved as aforesaid shall belong to the tribe, and shall be in like manner appraised, and, after approval by the Secretary of the Interior, and due notice, sold to the highest bidder at public auction by said commission, but not for less than their appraised value, unless ordered by the Secretary of the Interior; and purchasers may in like manner make deposits of the purchase money with like effect, as in case of improved lots.

Parks, Cemeteries, etc., - Section 15 of act
approved June 28, 1898, contains the following:

The inhabitants of any town may, within one year after the completion of the survey thereof, make such deposit of ten dollars per acre for parks, cemeteries, and other public grounds laid out by said commission with like effect as for improved lots; and such parks and public grounds shall not be used for any purpose until such deposits are made.

The person authorized by the tribe or tribes may execute or deliver to any such purchaser, without expense to him, a deed conveying to him the title to such lands or town lots; and thereafter the purchase money shall become the property of the tribe; and all such moneys shall, when titles to all the lots in the towns belonging to any tribe have been thus perfected, be paid per capita to the members of the tribe:

Coal Leases - Lots Used by Miners, - The
act of June 28, 1898, contains the
following:

Provided, That in those town sites designated and laid out under the provisions of this Act where coal leases are now being operated and coal is being mined there shall be reserved from appraisement and sale all lots occupied by houses of miners actually engaged in mining, and only while they are so engaged, and in addition thereto a sufficient amount of land, to be determined by the appraisers, to furnish homes for the men actually engaged in working for the lessees operating said mines and a sufficient amount for all buildings and machinery for mining purposes: *And provided further,* That when the lessees shall cease to operate said mines, then, and in that event, the lots of land so reserved shall be disposed of as provided for in this Act.

Act of May 31, 1900.

Applicable to Choctaw, Chickasaw,
Creek and Cherokee Nations

The act of Congress, approved May 31, 1900,
(31 Stat. 221) contains the following provisions
applicable to townsites in the Choctaw,
Chickasaw, Creek, and Cherokee Nation.

Secretary of Interior to Survey.—

Provided, that the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations as may at that time have a population of two hundred or more, in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site, which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

Town-site Commissioners, when work shall begin.—

Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the act of June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior and not before.

Commissioners — Creek and Cherokee — Sale of
lots.—

The Secretary of the Interior may in his discretion appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any of then existing acts of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

Separate Commission for a town, -

Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties

which would otherwise devolve upon the commission for that nation. Every such local commission shall be appointed in the manner provided in the act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory."

Authorities of Town may Plat, when?, -

The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

Appraisement of Lots and Improvements, -

As soon as the plat of any town site is approved, the proper commission shall, with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisement of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such appraisement and sale within the time limited by the Secretary of the Interior they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

Removal of Member of Commission, -

The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

Limits of Townsite, -

It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time, under rules and regulations prescribed by the Secretary of the Interior.

Additional Townsites on Railroads, -

Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized, at any time before allotment, to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior.

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None under Prior Laws, -

Nothing herein contained shall have the effect of avoiding any work heretofore done in pursuance of the said act of June twenty-eighth, eighteen hundred and ninety-eight, in the way of surveying, laying out, or platting of town sites, appraising or disposing of town lots in any of said nations, but the same, if not heretofore carried to a state of completion, may be completed according to the provisions hereof.

Act May 27, 1902.

Appointment of Commissioners - Towns of less than 200 population, - The act approved May 27, 1902, (32 Stat. 245) contains the following provisions:

Provided, That hereafter the Secretary of the Interior may, whenever the chief executive of the Choctaw or Chickasaw nations fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw nations to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created: *Provided further*, That the limit of such towns in the Cherokee, Choctaw, and Chickasaw nations having a population of less than two hundred people, as in the judgment of the Secretary of the Interior should be established, shall be defined as early as practicable by the Secretary of the Interior in the same manner as provided for towns having over two hundred people under existing law, and the same shall not be subject to allotment. That the land so segregated and reserved from allotment shall be disposed of in such manner as the Secretary of the Interior may direct by a town-site commission, one member to be appointed by the Secretary of the Interior and one by the executive of the nation in which such land is located; proceeds arising from the disposition of such lands to be applied in like manner as the proceeds of other lands in town sites.

~~For the purpose of removing intruders and placing allottees in unrestricted possession of their allotments, to be expended under the direction of the Secretary of the Interior, and to be immediately available, fifteen thousand dollars; in all, one hundred and sixty thousand dollars: *Provided, however*, That it shall hereafter be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Indian Territory which has been designated as a town site under existing laws and treaties, and no part of this appropriation shall be used for the deportation or removal of any such person from the Indian Territory:~~

Townsite Platted
By Private Parties,

When Private Parties may Plat, - The act of Congress approved March 3, 1903 (32 Stat. 982) contains the following provision:

And provided further, That nothing herein contained shall prevent the survey and platting, at their own expense, of town sites by private parties where stations are located along the lines of railroads, nor the unrestricted alienation of lands for such purposes when recommended by the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior. That hereafter the Secretary of the

Creek Nations Townsites,
Creek &

The Creek Treaty ratified by act of Congress approved by act March 1, 1901, (31 Stat. 861) contains the following special provisions applicable to townsites in the Creek Nation:—

TOWN SITES.

10. All towns in the Creek Nation having a present population of two hundred or more shall, and all others may, be surveyed, laid out, and appraised under the provisions of an Act of Congress entitled "An Act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and one, and for other purposes," approved May thirty-first, nineteen hundred, which said provisions are as follows:

"That the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks, the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations, as may at that time have a population of two hundred or more, in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service require, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

"Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the Act of June twenty-eighth, eighteen hundred and ninety-eight, entitled 'An Act for the protection of the people of the Indian Territory, and for other purposes,' shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior and not before.

"The Secretary of the Interior may in his discretion appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any then existing Act of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

"Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee Nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties which would otherwise devolve upon the commission for that Nation. Every such local commission shall be appointed in the manner provided in the Act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled 'An Act for the protection of the people of the Indian Territory.'

"The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

"As soon as the plat of any town site is approved, the proper commission shall, with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisal of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such

complete such appraisalment and sale within the time limited by the Secretary of the Interior, they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

"The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

"It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time under rules and regulations prescribed by the Secretary of the Interior.

"Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive or principal chief of said nation fails or refuses to appoint a town-site commissioner for any town or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive or principal chief of said nation to qualify or act, in his discretion appoint a commissioner to fill the vacancy thus created."

11. Any person in rightful possession of any town lot having improvements thereon, other than temporary buildings, fencing, and tillage, shall have the right to purchase such lot by paying one-half of the appraised value thereof, but if he shall fail within sixty days to purchase such lot and make the first payment thereon, as herein provided, the lot and improvements shall be sold at public auction to the highest bidder, under direction of the appraisalment commission, at a price not less than their appraised value, and the purchaser shall pay the purchase price to the owner of the improvements, less the appraised value of the lot.

12. Any person having the right of occupancy of a residence or business lot or both in any town, whether improved or not, and owning no other lot or land therein, shall have the right to purchase such lot by paying one-half of the appraised value thereof.

13. Any person holding lands within a town occupied by him as a home, also any person who had at the time of signing this agreement purchased any lot, tract, or parcel of land from any person in legal possession at the time, shall have the right to purchase the lot embraced in same by paying one-half of the appraised value thereof, not, however, exceeding four acres.

14. All town lots not having thereon improvements, other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after their appraisalment, under direction of the Secretary of the Interior, after due advertisement, at public auction to the highest bidder at not less than their appraised value.

Any person having the right of occupancy of lands in any town which has been or may be laid out into town lots, to be sold at public auction as above, shall have the right to purchase one-fourth of all the lots into which such lands may have been divided at two-thirds of their appraised value.

15. When the appraisalment of any town lot is made upon which any person has improvements as aforesaid, said appraisalment commission shall, notify him of the amount of said appraisalment, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, as herein provided, and four months thereafter he shall pay fifteen per centum additional, and the remainder of the purchase money in three equal annual installments, without interest.

~~7188-02-11~~ Any person who may purchase an unimproved lot shall proceed to make payment

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for same in such time and manner as herein provided for the payment of sums due on improved lots, and if in any case any amount be not paid when due, it shall thereafter bear interest at the rate of ten per centum per annum until paid. The purchaser may in any case at any time make full payment for any town lot.

16. All town lots purchased by citizens in accordance with the provisions of this agreement shall be free from incumbrance by any debt contracted prior to date of his deed therefor, except for improvements thereon.

17. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided, and the same shall constitute a lien upon the interest of the purchaser therein after any payment thereon has been made by him, and if forfeiture of any lot be made all taxes assessed against such lot shall be paid out of any money paid thereon by the purchaser.

18. The surveyors may select and locate a cemetery within suitable distance from each town, to embrace such number of acres as may be deemed necessary for such purpose, and the appraisement commission shall appraise the same at not less than twenty dollars per acre, and the town may purchase the land by paying the appraised value thereof; and if any citizen have improvements thereon, other than fencing and tillage, they shall be appraised by said commission and paid for by the town. The town authorities shall dispose of the lots in such cemetery at reasonable prices, in suitable sizes for burial purposes, and the proceeds thereof shall be applied to the general improvement of the property.

19. The United States may purchase, in any town in the Creek Nation, suitable land for court-houses, jails, and other necessary public buildings for its use, by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such buildings are to be erected; and if any person have improvements thereon, other than temporary buildings, fencing, and tillage, the same shall be appraised and paid for by the United States.

20. Henry Kendall College, Nazareth Institute, and Spaulding Institute, in Muskogee, may purchase the parcels of land occupied by them, or which may have been laid out for their use and so designated upon the plat of said town, at one-half of their appraised value, upon conditions herein provided; and all other schools and institutions of learning located in incorporated towns in the Creek Nation may, in like manner, purchase the lots or parcels of land occupied by them.

21. All town lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be properly conveyed to the churches to which such improvements belong gratuitously, and if such churches have other adjoining lots inclosed, actually necessary for their use, they may purchase the same by paying one-half the appraised value thereof.

22. The towns of Clarksville, Coweta, Gibson Station, and Mounds may be surveyed and laid out in town lots and necessary streets and alleys, and platted as other towns, each to embrace such amount of land as may be deemed necessary, not exceeding one hundred and sixty acres for either, and in manner not to include or interfere with the allotment of any citizen selected prior to the date of this agreement, which survey may be made in manner provided for other towns; and the appraisement of the town lots of said towns may be made by any committee appointed for either of the other towns hereinbefore named, and the lots in said towns may be disposed of in like manner and on the same conditions and terms as those of other towns. All of such work may be done under the direction of and subject to the approval of the Secretary of the Interior.

Townsites Cherokee Nations

The act of Congress approved July 1, 1902, (32 Stat. 416) provided for disposition of Townsites in the Cherokee Nation. We give the provisions of said act in full, as follows:

SEC. 38. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Dawes Commission under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

SEC. 39. Whenever any tract of land shall be set aside by the Secretary of the Interior for town-site purposes, as provided in said act of May thirty-first, nineteen hundred, or by the terms of this act, which is occupied at the time of such segregation by any member of the Cherokee Nation, such occupant shall be allowed to purchase any lot upon which he then has improvements other than fences, tillage, and temporary improvements, in accordance with the provisions of the act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), or, if he so elects, the lot will be sold under rules and regulations to be prescribed by the Secretary of the Interior, and he shall be fully compensated for his improvements thereon out of the funds of the tribe arising from the sale of the town sites, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriations for surveying, laying out, platting, and selling town sites.

SEC. 40. All town sites which may hereafter be set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), with the additional acreage added thereto, as well as all town sites set aside under the provisions of this act having a population of less than two hundred, shall be surveyed, laid out, platted, appraised, and disposed of in like manner, and with like preference rights accorded to owners of improvements as other town sites in the Cherokee Nation are surveyed, laid out, platted, appraised, and disposed of under the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), as modified or supplemented by the act of May thirty-first, nineteen hundred: *Provided*, That as to the town sites set aside as aforesaid the owner of the improvements shall be required to pay the full appraised value of the lot instead of the percentage named in said act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five).

SEC. 41. Any person being in possession or having the right to the possession of any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress approved May thirty-first, nine-

SEC. 41. Any person being in possession or having the right to the possession of any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and owning improvements thereon, other than temporary buildings, fencing, or tillage, shall have the right to purchase the same at one-fourth of the appraised value thereof.

SEC. 42. Any person being in possession of, or having the right to the possession of, any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress, approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and not having any improvements thereon, shall have the right to purchase the same at one-half of the appraised value thereof.

SEC. 43. Any citizen in rightful possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase same by paying one-half the appraised value thereof: *Provided*, That any other person in undisputed possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase such lot by paying the appraised value thereof.

SEC. 44. All lots not having thereon improvements other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after appraisement, under the direction of the Secretary of the Interior, after due advertisement, at public auction, to the highest bidder, at not less than their appraised value.

SEC. 45. When the appraisement of any town lot is made and approved, the town-site commission shall notify the claimant thereof of the amount of appraisement, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, and four months thereafter he shall pay fifteen per centum additional, and the remainder of the purchase money he shall pay in three equal annual installments without interest; but if the claimant of any such lot fail to purchase same, or make the first and second payments aforesaid, or make any other payment within the time specified, the lot and improvements shall be sold at public auction to the highest bidder, under the direction of the Secretary of the Interior, at a price not less than its appraised value.

SEC. 46. When any improved lot shall be sold at public auction because of the failure of the person owning improvements thereon to purchase same within the time allowed in said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), said improvements shall be appraised by a committee, one member of which shall be selected by the owner of the improvements and one member by the purchaser of said lot; and in case the said committee is not able to agree upon the value of said improvements, the committee may select a third member, and in that event the determination of the majority of the committee shall control. Said committee of appraisement shall be paid such compensation for their services by the two parties in interest, share and share alike, as may be agreed upon, and the amount of said appraisement shall be paid by the purchaser of the lot to the owner of the improvements in cash within thirty days after the decision of the committee of appraisement.

SEC. 47. The purchaser of any unimproved town lot sold at public auction shall pay twenty-five per centum of the purchase money at the time of the sale, and within four months thereafter he shall pay twenty-five per centum additional, and the remainder of the purchase money he shall pay in two equal annual installments without interest.

SEC. 48. Such towns in the Cherokee Nation as may have a population of less than two hundred people not otherwise provided for, and which, in the judgment of the Secretary of the Interior, should be set aside as town sites, shall have their limits defined as soon as practicable after the approval of this act in the same manner as provided for other town sites.

SEC. 49. The town authorities of any town site in said Cherokee Nation may select and locate, subject to the approval of the Secretary of the Interior, a cemetery within suitable distance from said town, to embrace such number of acres as may be deemed necessary for such purpose. The town-site commission shall appraise the same at its true value, and the town may purchase the same within one year from the approval of the survey by paying the appraised value. If any citizen have improvements thereon, said improvements shall be appraised by said town-site commission and paid for by the town: *Provided*, That lands already laid out by tribal authorities for cemeteries shall be included in the cemeteries herein provided for without cost to the towns, and the holdings of the burial lots therein now occupied for such purpose shall in no wise be disturbed: *And provided further*, That any park laid out and surveyed in any town shall be duly appraised at a fair valuation, and the inhabitants of said town shall, within one year after the approval of the survey and the appraisement of said park by the Secretary of the Interior, pay the appraised value to the proper officer for the benefit of the tribe.

SEC. 50. The United States shall pay all expenses incident to surveying, platting, and disposition of town lots, and all allotments of lands made under the provisions of this plan of allotment, except where the town authorities may have been or may be duly authorized to survey and plat their respective towns at the expense of such towns.

SEC. 51. No taxes shall be assessed by any town government against any town lot

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SEC. 51. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided.

SEC. 52. If the purchaser of any town lot fail to make payment of any sum when due, the same shall thereafter bear six per centum interest per annum until paid.

SEC. 53. All lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be conveyed gratuitously to the churches to which such improvements belong, and if such churches have inclosed other adjoining lots actually necessary for their use, they may purchase the same by paying the appraised value thereof.

SEC. 54. Whenever the chief executive of the Cherokee Nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioners appointed by the chief executive to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

SEC. 55. The purchaser of any town lot may at any time pay the full amount of the purchase money; and he shall thereupon receive title therefor.

SEC. 56. Any person may bid for and purchase any lot sold at public auction as herein provided.

SEC. 57. The United States may purchase in any town in the Cherokee Nation suitable lands for court-houses, jails, or other necessary public purposes for its use by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such lands are needed, and if any person have improvements thereon the same shall be appraised in like manner as other town property, and shall be paid for by the United States.

Townsites in Choctaw + Chickasaw Nations.

What is known as the Atoka agreement, made Sep. 27, 1897, and ratified by act of Congress approved Jun 28, 1898, (Stat.) contained various provisions relative to townsites in the Choctaw and Chickasaw Nations. The Supplemental Treaty approved by act of Congress approved July 1, 1902 (Stat.) contained additional provisions, pertaining to townsites in the above named Nations. To some extent these provisions have been modified by the ~~acts~~ subsequent acts of Congress referred to in the foregoing. Following are the provisions contained in the Atoka Treaty:

Townsites Provisions in Atoka Treaty.

Townsites Commission - Shall Plat Towns, -

It is further agreed that there shall be appointed a commission for each of the two nations. Each commission shall consist of one member, to be appointed by the executive of the tribe for which said commission is to act, who shall not be interested in town property other than his home, and one to be appointed by the President of the United States. Each of said commissions shall lay out town sites, to be restricted as far as possible to their present limits, where towns are now located in the nation for which said commission is appointed. Said commission shall have prepared correct and proper plats of each town, and file one in the clerk's office of the United States district court for the district in which the town is located, and one with the principal chief or governor of the nation in which the town is located, and one with the Secretary of the Interior, be approved by him before the same shall take effect.

Amd.
May 31,
1900

Under the act of Congress approved May 31, 1900, (31 Stat. 221) the Townsites are surveyed and platted by the Secretary of the Interior, before the work of the Commissioners begin.

Appraisement and Purchase of Lots, -

When said towns are so laid out, each lot on which permanent, substantial, and valuable improvements, other than fences, tillage, and temporary houses, have been made, shall be valued by the commission provided for the nation in which the town is located at the price a fee-simple title to the same would bring in the market at the time the valuation is made, but not to include in such value the improvements thereon. The owner of the improvements on each lot shall have the right to buy one residence and one business lot at fifty per centum of the appraised value of such improved property, and the remainder of such improved property at sixty-two and one-half per centum of the said market value within sixty days from date of notice served on him that such lot is for sale, and if he purchases the same he shall, within ten days from his purchase, pay into the Treasury of the United States one-fourth of the purchase price, and the balance in three equal annual installments, and when the entire sum is paid shall be entitled to a patent for the same. In case the two members of the commission fail to agree as to the market value of any lot, or the limit or extent of said town, either of said commissioners may report any such disagreement to the judge of the district in which such town is located, who shall appoint a third member to act with said commission, who is not interested in town lots, who shall act with them to determine said value.

Failure of Owner of Improvements to Purchase, -

If such owner of the improvements on any lot fails within sixty days to purchase and make the first payment on same, such lot, with the improvements thereon, shall be sold at public auction to the highest bidder, under the direction of the aforesaid commission, and the purchaser at such sale shall pay to the owner of the improvements the price for which said lot shall be sold, less sixty-two and one-half per cent of said appraised value of the lot, and shall pay the sixty-two and one-half per cent of said appraised value into United States Treasury, under regulations to be established by the Secretary of the Interior, in four installments, as hereinbefore provided. The commission shall have the right to reject any bid on such lot which they consider below its value.

Unappraised Lots - Sold at Public Auction, -

All lots not so appraised shall be sold from time to time at public auction (after proper advertisement) by the commission for the nation in which the town is located, as may seem for the best interest of the nation and the proper development of each town, the purchase price to be paid in four installments as hereinbefore provided for improved lots. The commission shall have the right to reject any bid for such lots which they consider below its value.

Forfeiture for Non-Payment, -

All the payments herein provided for shall be made under the direction of the Secretary of the Interior into the United States Treasury, a failure of sixty days to make any one payment to be a forfeiture of all payments made and all rights under the contract: *Provided*, That the purchaser of any lot shall have the option of paying the entire price of the lot before the same is due.

When Sale Taxable, -

No tax shall be assessed by any town government against any town lot unsold by the commission, and no tax levied against a lot sold, as herein provided, shall constitute a lien on same till the purchase price thereof has been fully paid to the nation.

Money in Sale of Lots, -

The money paid into the United States Treasury for the sale of all town lots shall be for the benefit of the members of the Choctaw and Chickasaw tribes (freedmen excepted), and at the end of one year from the ratification of this agreement, and at the end of each year thereafter, the funds so accumulated shall be divided and paid to the Choctaws and Chickasaws (freedmen excepted), each member of the two tribes to receive an equal portion thereof.

Intoxicating Liquors, -

Comm

That no law or ordinance shall be passed by any town which interferes with the enforcement of or is in conflict with the laws of the United States in force in said Territory, and all persons in such towns shall be subject to said laws, and the United States agrees to maintain strict laws in the territory of the Choctaw and Chickasaw tribes against the introduction, sale, barter, or giving away of liquors and intoxicants of any kind or quality.

That said commission shall be authorized to locate, within a suitable distance from each town site, not to exceed five acres to be used as a cemetery, and when any town has paid into the United States Treasury, to be part of the fund arising from the sale of town lots, ten dollars per acre therefor, such town shall be entitled to a patent for the same as herein provided for titles to allottees, and shall dispose of same at reasonable prices in suitable lots for burial purposes, the proceeds derived from such sales to be applied by the town government to the proper improvement and care of said cemetery.

Expense of Survey, -

That no charge or claim shall be made against the Choctaw or Chickasaw tribes by the United States for the expenses of surveying and platting the lands and town sites, or for grading, appraising, and allotting the lands, or for appraising and disposing of the town lots as herein provided.

LANDS RESERVED for Court-Houses, etc., -

Church

That the land adjacent to Fort Smith and lands for court-houses, jails, and other public purposes, excepted from allotment shall be disposed of in the same manner and for the same purposes as provided for town lots herein, but not till the Choctaw and Chickasaw councils shall direct such disposition to be made thereof, and said land adjacent thereto shall be placed under the jurisdiction of the city of Fort Smith, Arkansas, for police purposes.

There shall be set apart and reserved for the use of churches and sale in town lots upon which churches have been or may hereafter be built and occupied, not to exceed fifty feet front and one hundred feet deep for each church or parsonage: *Provided*, That such lots shall only be used for churches and parsonages, and when they ceased to be used shall revert to the members of the tribes to be disposed of as other town lots: *Provided further*, That these lots may be sold by the churches for other lot or lots in the same town, to be used for the same purposes with the same conditions and limitations.

Provisions of Supplemental
Treaty, ratified by each approved
July 1, 1902. (1 Stat.)

Assent to act of May 31, 1900, -

45. The Choctaw and Chickasaw tribes hereby assent to the act of Congress approved May 31, 1900 (31 Stats., 221), in so far as it pertains to town sites in the Choctaw and Chickasaw nations, ratifying and confirming all acts of the Government of the United States thereunder, and consent to a continuance of the provisions of said act not in conflict with the terms of this agreement.

Additional Acreage, -

46. As to those town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, as provided in said act of Congress of May 31, 1900, such additional acreage may be added thereto, in like manner as the original town site was set apart, as may be necessary for the present needs and reasonable prospective growth of said town sites, the total acreage not to exceed six hundred and forty acres for each town site.

47. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Commission to the Five Civilized Tribes, under the provisions of said act of May 31, 1900, shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

Improvements on Land Taken for Townsite, -

48. Whenever any tract of land shall be set aside for town-site purposes, as provided in said act of May 31, 1900, or by the terms of this agreement, which is occupied by any member of the Choctaw or Chickasaw nations, such occupant shall be fully compensated for his improvements thereon, out of the funds of the tribes arising from the sale of town sites, under rules and regulations to be prescribed by the Secretary of the Interior, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe in which the town site is located, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriation for surveying, laying out, platting, and selling town sites.

When Secretary of Interior has Discretion
to appoint Commissioners,

49. Whenever the chief executive of the Choctaw or Chickasaw Nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw Nation to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

Additional Commissioners,

50. There shall be appointed, in the manner provided in the Atoka agreement, such additional town-site commissions as the Secretary of the Interior may deem necessary, for the speedy disposal of all town sites in said nations: *Provided*, That the jurisdiction of said additional town-site commissions shall extend to such town sites only as shall be designated by the Secretary of the Interior.

Patents to Sales,

51. Upon the payment of the full amount of the purchase price of any lot in any town site in the Choctaw and Chickasaw nations, appraised and sold as herein provided, or sold as herein provided, the chief executives of said nations shall jointly execute, under their hands and the seals of the respective nations and deliver to the purchaser of the said lot, a patent conveying to him all right, title, and interest of the Choctaw and Chickasaw tribes in and to said lot.

52. All town lots in any one town site to be conveyed to one person shall, as far as practicable, be included in one patent, and all patents shall be executed free of charge to the grantee.

Additional Townsites,

53. Such towns in the Choctaw and Chickasaw nations as may have a population of less than two hundred people, not otherwise provided for, and which in the judgment of the Secretary of the Interior should be set aside as town sites, shall have their limits defined not later than ninety days after the final ratification of this agreement, in the same manner as herein provided for other town sites; but in no such case shall more than forty acres of land be set aside for any such town site.

Disposition of Sales on Additional Townsites,

54. All town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May 31, 1900 (31 Stat., 221), with the additional acreage added thereto, and all town sites which may hereafter be set aside, as well as all town sites set aside under the provisions of this agreement having a population of less than two hundred, shall be surveyed, laid out, platted, appraised, and disposed of in a like manner, and with like preference rights accorded to owners of improvements as other town sites in the Choctaw and Chickasaw nations are surveyed, laid out, platted, appraised, and disposed of under the Atoka agreement, as modified or supplemented by the said act of May 31, 1900: *Provided*, That occupants or purchasers of lots in town sites in said Choctaw and Chickasaw nations upon which no improvements have been made prior to the passage of this Act by Congress shall pay the full appraised value of said lots instead of the percentage named in the Atoka agreement.

Seminole Lands.

Allotments - Treaty approved ^{by a chief} July 1, 1898 provides:

All lands belonging to the Seminole tribe of Indians shall be divided into three classes, designated as first, second, and third class; the first class to be appraised at five dollars, the second class at two dollars and fifty cents, and the third class at one dollar and twenty-five cents per acre, and the same shall be divided among the members of the tribe so that each shall have an equal share thereof in value, so far as may be, the location and fertility of the soil considered; giving to each the right to select his allotment so as to include any improvements thereon, owned by him at the time; and each allottee shall have the sole right of occupancy of the land so allotted to him, during the existence of the present tribal government, and until the members of said tribe shall have become citizens of the United States. Such allotments shall be made under the direction and supervision of the Commission to the Five Civilized Tribes in connection with a representative appointed by the tribal government; and the chairman of said Commission shall execute and deliver to each allottee a certificate describing therein the land allotted to him.

Sale - Lease - Agricultural and Mineral Lands -

The Treaty approved by act of July 1, 1898 provides:

All contracts for sale, disposition, or encumbrance of any part of any allotment made prior to date of patent shall be void.

Any allottee may lease his allotment for any period not exceeding six years, the contract therefor to be executed in triplicate upon printed blanks provided by the tribal government, and before the same shall become effective it shall be approved by the principal chief and a copy filed in the office of the clerk of the United States court at Wewoka.

No lease of any coal, mineral, coal oil, or natural gas within said Nation shall be valid unless made with the tribal government, by and with the consent of the allottee and approved by the Secretary of the Interior.

Should there be discovered on any allotment any coal, mineral, coal oil, or natural gas, and the same should be operated so as to produce royalty, one-half of such royalty shall be paid to such allottee and the remaining half into the tribal treasury until extinguishment of tribal government, and the latter shall be used for the purpose of equalizing the value of allotments; and if the same be insufficient therefor, any other funds belonging to the tribe, upon extinguishment of tribal government, may be used for such purpose, so that each allotment may be made equal in value as aforesaid.

Conveyance of allotment - 40 acre Homestead In-

alienable - The treaty approved by act of July

1, 1898 provides:

When the tribal government shall cease to exist the principal chief last elected by said tribe shall execute, under his hand and the seal of the Nation, and deliver to each allottee a deed conveying to him all the right, title, and interest of the said Nation and the members thereof in and to the lands so allotted to him, and the Secretary of the Interior shall approve such deed, and the same shall thereupon operate as relinquishment of the right, title, and interest of the United States in and to the land embraced in said conveyance, and as a guarantee by the United States of the title of said lands to the allottee; and the acceptance of such deed by the allottee shall be a relinquishment of his title to and interest in all other lands belonging to the tribe, except such as may have been excepted from allotment and held in common for other purposes. Each allottee shall designate one tract of forty acres, which shall, by the terms of the deed, be made inalienable and nontaxable as a homestead in perpetuity.

See act March 3, 1908 - R. Com. p. 125 - which amends above as to alienation of Homestead.

AFFIDAVIT OF SURETY.

(To be used only when individual sureties are offered.)

..... } ss:
 I,, one of the sureties on the
 prefixed bond of,
 as, depose and say that I am worth in unincumbered property,
 over and above my debts, liabilities, and exemptions under the laws of the
 of dollars and
 upward, as follows:

Real estate, valued at dollars,
 situate in, and consisting of (a)

.....; and
 Personal estate, valued at dollars,
 located in, and consisting of (b)

(Signature),
 (Post-office address)
 Subscribed and sworn to before me this day of
 [SEAL.]

..... } ss:
 I,, do hereby certify that
, who administered the above
 oath, was, at the time of doing so, a in and for said
, duly qualified to act as such, and to administer oaths in such cases, and
 that I believe his signature, as above written, is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of
 this day of, one thousand nine hundred and

^a Here state whether city property, improved or unimproved, farm, or unimproved land. Property must be described by street numbers, lot numbers, or section, township, and range numbers.
^b Here describe the nature of the property, whether notes, bonds, stocks merchandise, etc. State also, as nearly as practicable, the present market value.

100

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

BOND
of

.....
.....
.....
.....
Lessee . . of.....

.....
in the Creek Nation, Indian Territory,
for purposes, dated,
190..

DEPARTMENT OF THE INTERIOR,

Washington, D. C.,, 190..

Approved:

.....
Secretary.

47

46

WEB