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# 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.

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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.

INDIAN

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-



9.

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. 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.*

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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.

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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.

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FORMS.

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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. ....



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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.*

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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,<sup>1</sup> ....., 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 appraisalment made by him shows the true value of the land.

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

....., 190..

<sup>1</sup> 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 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 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. .... .....	}	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. .... .....			
..... P. O. .... .....	}	as to .....	[SEAL.]
..... P. O. .... .....			
..... P. O. .... .....	}	as to .....	[SEAL.]
..... P. O. .... .....			

<sup>a</sup>Two witnesses to all signatures.

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DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

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AGRICULTURAL LEASE,  
CREEK NATION, I. T.

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TO

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OF

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.....  
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.*

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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.*

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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.

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 ..... 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 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: <sup>a</sup>

.....	}	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.....		

<sup>a</sup>Two witnesses to all signatures.



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DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

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GRAZING LEASE,  
CREEK NATION, I. T.

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TO

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OF

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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.*

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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.*

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DEPARTMENT OF THE INTERIOR,

*Washington, D. C.,* ..... 190..

.....  
*Secretary of the Interior.*

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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.

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DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

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COAL AND ASPHALT MINING  
LEASE.

CREEK NATION, I. T.

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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..*

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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

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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)

..... 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.

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