

the Creek Nation, or other person authorized to receive it; that said delegates failed to pay any part of said moneys to the Creek Nation, but wickedly contriving to cheat said nation out of said money, said delegates, Porter, Hodge, and Esparhecher, conspired with Crawford, Turner, McKellop, Perryman, Stidham, A. J. Brown, and John F. Brown for the purpose of defrauding the Creeks out of said \$270,283.71 to unlawfully appropriate same to their own uses; and respondents, and each and all of them, in pursuance of said conspiracy, under the pretense of paying said money in discharge of pretended liability of the Creeks to said Crawford, for legal services, assumed to have been rendered by Crawford, under pretended contract for legal services alleged to have been made with Crawford in the interest of the Creeks, touching the sale of said tribal lands to the United States, did pay, *or pretend* to pay, to Crawford said \$270,283.71, which was, to extent of *entire* amount thereof, *in excess* of any valid properly authenticated and approved contract for services had by said Crawford.

4. That the payment of said sum of \$270,283.71 was fraudulent and but one of the methods of said conspiracy between respondents, and all of them, to distribute said sum among themselves and their abettors, and to fraudulently appropriate the same to their own use; all of which they then and there did so do.

Wherefore relators sue under said statute and pray judgment against respondents for \$270,283.71, with interest.

(Signed) G. P. M. TURNER,
ZACH. TAYLOR,
TABOR, HENDERICK & HORTON,
for Relators.

Affidavit attached, made by Daniel M. McIntosh, swearing that the statements of the complaint are true.