

rior had fixed and "approved" an "amount of compensation," which was exceeded.

But, on the contrary, the complaint shows, on its face, that the only contract for services named in the complaint was a "pretended" one.

This statute obviously contents itself to making it a crime to receive money "in excess" of a limitation which had been fixed by the Commissioner of Indian Affairs and Secretary of the Interior, through and by means of the "approval" named in said section 2103.

It makes the crime to be the transgression of a fixed limitation established by law, through the action of said officers; and where no such transgression of a fixed limitation exists no crime or right of recovery exists under this statute.

It may here serve to illustrate what is meant by what has just been stated as to the defects of this complaint to here state what the complaint *lacks* in the regard now being considered.

It should aver substantially as follows:

"That a contract between the defendants (naming them) and the Creek Nation of Indians was duly made; and, before a judge of a court of record, executed, under and in pursuance of and conforming, as to its contents, to the requirements of said statute, contracting for the services of the defendants in and about making sale of said lands; that such contract bore the approval of the Secretary of the Interior and the Commissioner of Indian Affairs, as required by said statute; that the amount of compensation allowed to the said defendants, as fixed by said contract, and which was approved by the said Secretary and Commissioner, was \$—, and no more, and was, by the said contract and approval, limited to that amount; and the amount so paid for the said services by the Creek Indians, to wit, by the said (here naming them) to the said (here naming the defendants who received the excess of compensation) was in excess of said amount so fixed, limited and approved as aforesaid by the sum of \$—, for which excess this suit is brought."