

was but one of the methods of the said conspiracy, confederation, and combination by and between the said respondents, and all of them, to distribute the said sum of money among themselves, their aiders and abettors, and to fraudulently appropriate the same to their own uses and purposes; all of which they did then and there, on the day of the month and year aforesaid, so do."

For the purposes of the present point, regarding the absence of all averment as to the alleged payment being in excess of a *limitation* fixed by said officers, the thing which is now to be carefully observed as the result of these synopses of the complaints is this (considering now the Seminole case):

That it avers the money to have been paid by the United States to A. J. Brown lawfully; that said A. J. Brown, having thus come lawfully into the possession of the money, entered into a conspiracy with all the defendants (naming them) to defraud the Seminoles out of their said \$191,294.20, and to appropriate these moneys to the use of all the defendants; and that all the defendants, pursuant to the conspiracy, under what was a mere "pretense" of paying this money in discharge of what is alleged to have been only a "pretended" liability of the tribe to Crawford, for what was only "assumed" services rendered, under what was only a "pretended" contract, regarding the Seminole's interest in said lands, and the sale thereof, "pretended" to pay to Crawford said \$191,294.20; and that this payment, in its entire amount, was in excess of any contract held by Crawford; that said payment was fraudulent "and was but one of the methods of the said conspiracy, confederation, and combination by and between said respondents, and all of them, to distribute the said sum of money amongst themselves, their aiders and abettors, and to fraudulently appropriate the same to their own uses and purposes."