

lawful and necessary service in and about said negotiations and collections.

J. M. Perryman, the then Chief of the said Creek Nation, in January or first of February, 1885, and prior to the making of said contract of the 4th of February, sent a telegram, which I saw and read, and which in substance authorized and directed the Delegates to employ me as their attorney in the premises covered by said contract of February 4th.

The fact of my said employment and of my being engaged in rendering said service, continued from 1884 on until 1889, to be known, approved, and understood by the authorities of the said Creek Nation, and also of the United States—my contract being of record, as aforesaid, and yet, during all that time, no objection, so far as I know, was ever made to such employment by any person in authority, except a letter addressed to the Secretary of the Interior by the then Chief, Hon. J. M. Perryman, the character of which letter I suppose to be accurately indicated in the letter of the Secretary of the Interior, the Honorable William F. Vilas, addressed to Hon. S. W. Peel, dated February 11th, 1889, and hereinafter named.

IV.

In December, 1888, and after said service had been rendered under said contract of the 4th of February as aforesaid, a new set of Delegates appeared at Washington representing the said Nation, to wit: Hon. Pleasant Porter, D. M. Hodge, and Es-pa-he-cha. These Delegates at once applied to me, as the Attorney of the Nation in said matters, to continue the said service, and recommended the making of a new contract, to take the place of said contract of the 4th of February, 1885. Accordingly a contract was entered into between the said Delegates and myself of date