

independently of all express contracts (and with that understanding alone,) it was that I surrendered, as I did, said written contracts.

It will be seen by reference to my said letter, and also to the said letter of the Secretary, that this understanding is, in substance, embodied in both of said letters. On this point my letter has the following language :

“It being the purpose of this agreement to obliterate and annul all written contracts made with the Creek Nation or its Delegates for the purpose or of the nature aforesaid, and to *leave the rights to the parties to be determined independently of such written contracts.*” My said letter also says that I “*covenant not to present or make any claim or bring any suit or action thereon or under and by virtue of the said contracts alone.*”

Thus plainly indicating that all rights founded upon implied contracts or the *quantum meruit* were preserved.

The same thing is found in said letter to Hon. S. W. Peel by the Secretary. He says, speaking of his own action :

“Declining to approve the contract, Mr. Crawford has surrendered it at my request, and *expressed his willingness to accept in compensation such sum only as the National Council of the Creek Nation shall deem to be a just compensation for his services and such as they may be willing to pay him by a direct act of their Council for that purpose.*”

It is thus shown by the record itself that the surrender of the written contracts was no surrender of my right to a just and equitable compensation such as the authorities of the Nation might deem proper to pay. We have just seen that the Council of the Nation deemed it proper to pay and did direct the payment of ten per cent., to wit, six and a half plus three and a half to the Attorneys of the Nation.