

IX.

In the hurried inspection which I was permitted to make of the said report of the said Special Agent Gardner and of the affidavits and documents accompanying that report, I get the impression that it is sought by the Special Agent to make it appear that I was in some way responsible for the distribution of the *entire* \$228,000 named in said report of Gardner, being the major part of said \$280,857.10 named in said Section 4 of said act of Congress, and that I *received or at least receipted for the same*; and I further notice that some of the affidavits state, in effect, that I received and gave the receipt for the same. Now, on the contrary of this, I wish to solemnly assert and declare to you that I did not, either directly or indirectly, receive or receipt for, or see, or in any way handle or control the disposition of any part of the said moneys appropriated under the said act of Congress, except the sum of \$52,966 which was paid to me about the first of April, 1889. Had my written contracts remained in force, I would have been entitled to receive said moneys, and it would have been my duty to disburse the same in payment for services rendered by Attorneys in said case.

But when said contracts were surrendered to the Secretary of the Interior, as aforesaid, my responsibility to others ceased, and I at once suggested to the Creek Delegates the propriety of making their own arrangements with such attorneys as had been assisting in the case and such others as they might deem proper to employ. I further informed them of the fact that my contracts were surrendered on condition that I look to the proper authorities of the Creek Nation for such compensation as they might deem proper to make for my services in said case. I also notified other attorneys, who up to that time had been assisting in the case, that said contracts had been surren-