

After my said written contracts had been surrendered to the Secretary of the Interior, the retained copies of the same were cancelled and returned by me to the Principal Chief of the Creek Nation, but such cancellation and return is not a receipt for money.

The foregoing, including the annexed exhibits, I believe to be a substantially full and true history of my connection with said matter now under investigation in your Department and in the Department of Justice.

You will, of course, observe that this communication is not intended to enter upon, much less discuss, the legal aspects of the question of liability for any act of mine done in the premises aforesaid. If the Secretary of the Interior were required to decide upon the question of such liability I should ask to be heard by him upon said questions of law, but as it is, questions of law will be, so far as presented by me at all, submitted to the Attorney-General.

And yet it is proper for me to say here that, in believing, as I then did, and now confidently do, that no provisions of said sections 2103,-'4-'5, nor any other rule of law or morality, prohibited me from receiving, from said Nation and its Delegates, that just compensation which was due to me for protracted and arduous services, rendered as aforesaid, and which the Nation was willing to pay. I was supported by the decision of the Supreme Court of the District of Columbia rendered in the case of the United States *vs.* W. A. Phillips, (not reported); also by the concurrent views of Secretary Vilas and of said Hon. S. W. Peel, as earnestly pressed upon me at the time I was induced, as above set forth, to surrender the contracts under which my said services were, in good faith, rendered as above set forth. In such belief I was further supported by the advice of counsel whom I consulted, in that regard, before accepting said compensation.