

second part, shall, and hereby agrees to, use every honorable means in his power to secure to and for the said Creek Nation a fair and just compensation from the United States for the said lands ceded as aforesaid.

And the said Creek Nation, by the said Pleasant Porter, D. M. Hodge, and Es-pa-he-cha, party of the first part, hereby covenants and agrees to and with the said Samuel J. Crawford, party of the second part, subject to ratification and approval by the Council and Principal Chief of the said Creek Nation, to pay to him for his services as aforesaid the sum of ten per centum of whatever amount or amounts may hereafter be secured to the said Creek Nation on account of the cession, sale, and relinquishment of the lands heretofore ceded as aforesaid.

And the said party of the second part covenants and agrees to and with the said party of the first part that he will be retained as aforesaid, and will act and serve as Attorney, Solicitor, and Counsel in the matters and things as hereinbefore stated, and do whatever else may be deemed proper and necessary to establish, secure, or enforce the rights of the said party of the first part in the premises, at and for the compensation hereinbefore fixed and agreed upon, and as the same may be sanctioned, approved, and ratified by the proper authorities of the Creek Nation of Indians.

The particular purpose for which this contract is made on the part of the said Creek Nation is to procure the services of the said party of the second part as Attorney, Solicitor, and Counsel to secure the rights and interests of the said party of the first part under the said treaty of August 11th, 1866.

The basis of the claim and matters herein set forth is the said treaty of August 11th, 1866. The source of any money collected, if any be collected, is the Government of the United States; and the disposition of said money, if collected, is that it shall be paid to said Creek Nation of Indians or as said Nation may otherwise direct.

This contract shall be and remain in force for the term of three years from the date thereof. And in the event nothing is secured to said Creek Nation as provided and contemplated by this contract, then, and in that event, nothing shall be paid by the Creek Nation to the said