

Then, when you turn to section 2105, the first clause thereof defines the only crime covered by these three sections. This sentence has already been quoted, and is as follows :

“The person so receiving such money contrary to the provisions of the two preceding sections, and his aiders and abettors, shall, in addition to the forfeiture of such sum, be punishable by imprisonment not less than six months and by a fine not less than one thousand dollars.”

Now remember that, as already stated, the receiving of money which is prohibited by section 2104, has no application to your case, because *that* receiving is exclusively from officers of the United States. Therefore, the only receiving made criminal by the first clause of section 2105 which could, by possibility, be applicable to your case, is the receiving named in the last clause of section 2103, which is a receiving “*in excess of the amount approved by the Commissioner and Secretary.*” But we have already seen that the receiving which is prohibited in the last clause of section 2103 is only the receiving of compensation “in excess of” an actual existing statutory contract.

It seems to us, therefore, utterly plain that it is impossible to hold that your receiving of your compensation, such as the authorities of the tribe decide to be justly and reasonably due to you, out of moneys in the hands of the tribe, or its representatives, can be a receiving of money in excess of the amount “approved by the Commissioner and Secretary for such services;” this being so because, in the first place, if your contract of February 4th is to be deemed, for the purpose of the present inquiry, still in force, then the proposed payment to you is not in excess of, but far below, what such contract entitles you to. But your said relinquishment of the 11th of February, 1889, has, so far as it bears on this point, put out of existence all contracts made under section 2103 fixing the amount of your compensation.