

ary 4th, 1885, as approved by the Commissioner and the Secretary. That contract had been approved immediately after its date for six and one-half per cent. by the Commissioner of Indian Affairs and by the Secretary of the Interior, had been recorded, and the United States officials, as well as the Indian Nation, and all the world, were thus made cognizant of its existence. Under it he became entitled to a compensation equal to \$148,255.71. His compensation was wholly *contingent upon success*. For four mortal years he had toiled, in a way described in his said printed statement, for these people, with dim prospects of getting *any* compensation. After it was thus earned, after the United States and its officials and the Indian Nation had seen him thus serve for these years, and seen him at last succeed on the 19th of January, 1889, the Secretary of the Interior, without, so far as anybody can see or show the reason, demanded that he should surrender these contract rights, or else that said cession of land and payment therefor should be, by the Secretary, defeated. Rather than sacrifice the Indians' interest Governor Crawford yielded to this unreasoning and unreasonable demand, he, however, attaching the condition to his surrender of his contract that he should be allowed to collect such just compensation as the Nation might allow him. That Nation on the 31st of January, 1889, did allow him all that he received and three times more. To say that the receiving of his compensation was in any moral aspect of the matter wrong, is palpably to say what is not justified by the undisputed facts in this case.

The view now presented, as seems to us, is clearly conclusive both of the innocence of Governor Crawford and the justice and propriety of his action, and if we are not mistaken, then this, of course, determines the question of the propriety of instituting suits against him under sections 2103 and 2105.