

THE VINITA WEEKLY CHIEFTAIN.

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NO. 27

Roll No.

AGRICULTURAL LEASE, CHEROKEE NATION INDIAN TERRITORY.

(Write all names and addresses in full.)

THIS indenture, made and entered into in quadruplicate on this _____ day of _____ A. D. 19____, by and between _____ of the first part, and _____ of the second part, under and in accordance with the provisions of section 72 of the Act of Congress approved July 1, 1902, and ratified by majority vote of the legal voters of the Cherokee Nation on August 7, 1902, and the rules and regulations prescribed by the Secretary of the Interior on January 21, 1903, relative to agricultural leases in the Cherokee Nation, witnesseth that the said part _____ of the first part, for and in consideration of the covenant _____ of the said part _____ of the second part, hereinafter set forth, do hereby present lease to said part _____ of the second part for agricultural purposes only the following-described tract of land, to-wit: _____ of Section _____ of township _____ of Range _____ of the Indian Meridian, and containing _____ acres, more or less, for the full term of _____ years from the date hereof, and the said part _____ of the second part, in consideration of said premises, as above set forth, covenant _____ and agree _____ with the part _____ of the first part to pay the said part _____ of the first part, as rental for the same, the sum of _____ dollars, being at the rate of _____ dollars per acre, payable as follows, to-wit: _____

Said part _____ of the second part further covenant _____ and agree _____ that _____ will at _____ own expense within _____ years from the date of the approval hereof by the Secretary of the Interior enclose the leased premises by a barbed wire fence of three strands, strung on posts set or driven two feet into the ground and not more than sixteen and one-half feet apart and of the average material usually used in the Cherokee Nation for this purpose; that all improvements such as hog pens, cattle corrals, etc., shall be constructed in a substantial manner and of durable material, and that _____ will build and erect other improvements on said premises as follows: _____ that _____ will within _____ years from the date of said approval plant _____ acres of the leased premises in fruit of the following kinds or classes: _____ and that _____ will break out and put into a proper state of cultivation each year acreage as follows: First year _____ acres; second year _____ acres; third year _____ acres; fourth year _____ acres; fifth year _____ acres; sixth year _____ acres; seventh year _____ acres; eighth year _____ acres; ninth year _____ acres; tenth year _____ acres.

Said part _____ of the second part further covenant _____ and agree _____ that _____ will, and at _____ own expense, insure against loss by fire in some reliable fire insurance company, at their reasonable insurable value, all buildings now on said leased premises, or that may hereafter be erected thereon by or for said second part _____, or by anyone holding under said second part _____ as sublessee or otherwise.

Said second part _____ further covenant _____ and agree _____ that in case any of the buildings now on said leased premises, or any of those hereafter erected thereon during the life of this lease, under the provisions hereof, shall be destroyed by fire _____ will immediately after such destruction erect thereon another building or buildings, as the case may be, equally as substantial and appropriate for the purpose for which used as was or were the building or buildings destroyed as aforesaid.

The said part _____ of the second part further covenant _____ and agree _____ that at the expiration of the time mentioned in this lease _____ will surrender to the said part _____ of the first part peaceable possession of the leased premises in good condition, the usual wear and unavoidable accidents excepted, and that _____ failure, neglect, or refusal to pay the rental, or any part thereof, when the same becomes due and payable, as herein provided, shall work a forfeiture of this lease.

It is understood and agreed by the parties hereto that the use the leased premises by said second part _____, or by any one holding under _____ as a sublessee, or otherwise, for any purpose not covered by this lease, or the failure by the second party to pay the rental when the same becomes due, or in case the second party fails, neglects, or refuses to make the improvements herein specified within the time mentioned, such failure, neglect, or refusal shall work a forfeiture hereof.

It is further understood by the parties hereto that the part _____ of the second part will not permit any nuisance to be main-tained on the premises nor allow any intoxicating liquors to be sold or given away to be used for any purpose on the leased premises, and failure to comply with these conditions shall work forfeiture hereof.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this lease.

The part _____ of the second part hereby acknowledges _____ to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the part _____ of the second part as principal _____ as surety entered into the _____ day of _____ and which shall remain on file in the Indian Office during the life of this lease.

In testimony whereof the parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.
Witnesses: _____

*State whether north or south. †State whether east or west. ‡Here give number of each kind or class. §Two witnesses as to Signature.

LEASING LANDS.

Regulations Governing the Leasing of Cherokee Lands.

The following regulations are hereby prescribed for the purpose of carrying into effect the provisions of section 72 of the act of Congress approved July 1, 1902 (Public, No. 241; 32 Stat. L., 716), and ratified by a majority vote of the legal voters of the Cherokee Nation on August 7, 1902, which said section is as follows:

Cherokee citizens may rent their allotments, when selected, for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Cherokee Nation and grazed on lands not selected as allotments by citizens the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section twenty-one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

1. All leases to be presented for the approval of the Secretary of the Interior shall be submitted to the Indian agent of the Union Agency for transmittal by him, with his recommendation, to the Secretary of the Interior, through the Commissioner of Indian Affairs.

2. No lease will be approved for a greater term of years than as follows: Three years for grazing purposes, ten years for agricultural purposes, and fifteen years for mineral purposes; nor will any lease be approved that is executed prior to the date the allottee made formal application to the Commission to have the lands described in such lease allotted to him. All leases must be in quadruplicate, one part to be filed in the office of the Commissioner of Indian Affairs, one with the agent of the Union Agency, one to be delivered to the lessee, and one to the lessor.

3. All leases must accurately describe the lands, specify the rents or royalties, and when the same are to be paid, and they must contain a provision to the effect that if the lessee shall fail to pay the rents or royalties, or any part thereof, when due, or shall fail to faithfully comply with the terms and conditions of the lease, such failure shall constitute a forfeiture of the lease and all improvements placed on the land by the lessee, and that the lessor shall be entitled to immediate possession of the leased lands and the improvements located thereon.

Unless otherwise specifically stipulated in the lease, all improvements placed on the lands by the lessee or anyone holding under him as a sublessee or otherwise shall, at the expiration of the lease,

be and become the property of the lessor or his heirs, if he be dead.

All original lessees shall be required to furnish a bond, executed by two or more sufficient sureties, each of whom must qualify under oath to an amount equal to the entire rental, guaranteeing the payment of all rents at the time and in the manner specified in the lease, and the performance of all covenants and agreements named in the indenture to be paid and performed by the lessee; and no lease covering oil, coal, asphalt, or other mineral shall be sublet, transferred or assigned without the consent and approval of the Secretary of the Interior.

4. All leases must be executed in the presence of two subscribing witnesses, and the postoffice address of each party in interest must be shown by the lease which it is sought to have approved, and the postoffice address of each subscribing witness must appear on the papers.

5. A lease of undivided inherited lands will be approved only in cases where all the heirs join in the lease. If inherited lands have been partitioned, evidence thereof must accompany the lease.

6. In cases where the lands embraced in a lease were inherited from one who died after the allotment was made to him, such lease must be accompanied by a certificate, signed by two officials of the town or band of which such allottee was a member or by two or more reliable members of the tribe, setting forth that the allottee to whom the land was originally allotted is dead, giving as nearly as possible the date of death. Such certificate shall also show the

names and ages of the heirs (adults and minors) of such deceased allottee, but the Department reserves the right to require, in its judgment it shall be considered necessary, such further and additional evidence relative to the heirship as may be deemed proper. If the persons who certify to the death of the allottee are from their own knowledge unable to certify as to who are the heirs (with their names and ages) of such deceased allottee, an additional certificate made by persons of one of the two classes herein specified, showing who are the heirs, and giving their names and ages (adults and minors), must be furnished.

7. In cases where the lands embraced in a lease have descended to the heirs of a citizen who died before receiving an allotment, such lease must be accompanied by a certificate signed by two officials of the town or band of which such citizen was a member, or by two or more reliable members of the tribe, setting forth the names and ages of the heirs (adults and minors) of such deceased citizen, the Department reserving the right to require additional evidence, as provided in section 6 hereof.

8. If there shall have been or shall hereafter be probate or other court proceedings establishing who are the heirs of such deceased allottee, or such deceased citizen, a certified copy of the final order, judgment, or decree of the court showing and determining such heirship must be furnished, but where such court proceedings have not been had, a compliance with the requirements of the provisions of sections 6 and 7 hereof, as the case may be, will be sufficient to establish the heirship.

9. Lease to which minors are parties grantor must be made by a guardian, and the lease must be accompanied by certified copies of the orders of the proper court appointing the guardian and authorizing him to make such lease.

10. Where leases cover lands allotted to a deceased allottee or deceased citizen, the Indian agent in reporting will be careful to show the relationship, as shown by the records of the Commission to the Five Civilized Tribes, existing between such deceased allottee or deceased citizen, and the parties grantor to the lease.

W. A. JONES,
Commissioner.
E. A. HITCHCOCK, Secretary.

AT LAND OFFICE.

Number Filed Today 64
Cards Issued 5271
Total No. Filed up to and including Feb. 21 2217
Number on Call 1463

Adair Notes.

Dr. C. L. Seabright returned from his visit to Colorado and New Mexico and reported having a good time, but found lots of snow.

Lawrence Carlyle was home for a few days.

M. G. Wiley and Jerry Smith have gone to Chelsea and other points in the Indian Territory organizing Court of Honor Lodges, wherever the way opens.

Rev. R. L. Phelps of Oklahoma City is preaching this week in Adair. One object of his visit is to organize a Cumberland Presbyterian Church if sufficient number of the faith can be found to justify an organization. His sermons are of the clearest and most reasonable argument that has been presented here for some time.

Mr. Berry of Spavinaw has just received a car load of new dry goods. He is locating in Adair and expects to put in a fine up-to-date stock.

Mr. Joe Hassell's body was taken to Pryor Creek on Tuesday for burial. Mr. Hassell's christian life was a short one, but long enough to impress upon his friends and neighbors that it was a genuine one, the best kind of a life to live by and to die by.

F. W. Taylor, Wm Wilson and Wm. Jeans are all building new residences.

"Pap" Simpson has sold the White Hall Hotel, but has not yet decided where he will make his residence. "Pap" will be missed very much in that business as he has been identified with that house for a large part of twelve years.

Mr. Woody has been visiting his sister, Mrs. A. W. Rix.

Jake Calvert is still sick with rheumatism.

Wm. Morgan's twin babies are in poor health.

Miss Ada Douglass is expected home this week from Denison, Texas.

Walter Lester has returned to his home in Foyil.

THESE HAVE LOST.

Interior Department Affirms Decision of Dawes Commission.

The Secretary of the Interior has affirmed the decision of the Dawes commission rejecting the following applications for enrollment as citizens of the Cherokee Nation: Ed. R. Couch, Vinita; Jos. F. Tyner, Campbell, I. T.

One Federal Surveyor Out.

H. V. Hinckley, who has had charge of the surveying of all townships in Indian territory and held the office of supervising engineer for several years has been removed from office. There has been friction between the engineer and the inspector's office which finally resulted in the inspector asking the Secretary of the Interior to request Mr. Hinckley's removal. Mr. Hinckley wired his resignation. He was relieved last Saturday night. John G. Joyce, who was Mr. Hinckley's assistant, will have charge of the office for the present.

Dead at Ninety-six.

M. F. Fortner, father of Dr. B. F. Fortner, died at the home of the latter in this city Sunday morning, Feb. 22. His ailment was perhaps only the general breakdown of old age. Mr. Fortner was nearly ninety-six years old and had been remarkably hale and hearty and had never been much of a sufferer from disease. Deceased was born in 1808 and remembered the Battle of New Orleans in 1815 and his father was an American soldier and took part in that victory that made "Old Hickory" Jackson famous and president of the United States. Mr. Fortner had been a consistent member of the South Methodist church from his early manhood, and was also a member of the Masonic fraternity but on account of old age had not affiliated with the order for many years. The interment took place at Pryor Creek on Tuesday, February 24, at which place his wife was buried a few years ago.

A Weak Stomach

causes a weak body and invites disease. Kodol Dyspepsia Cure cures and strengthens the stomach, and wards off and overcomes disease. J. B. Taylor, a prominent merchant of Christian, Tex., says: "I could not eat because of a weak stomach. I lost all strength and ran down in weight. All that money could do was done but all hope of recovery vanished. Hearing of some wonderful cures effected by use of Kodol I concluded to try it. The first bottle benefited me, and after taking four bottles I am fully restored to my usual strength, weight and health." A.W. Foreman. 4w

DeWitt's Witch Hazel Salve.

The only positive cure for blind, bleeding, itching and protruding piles, cuts, burns, bruises, eczema and all abrasions of the skin. DeWitt's is the only Witch Hazel Salve that is made from the pure, unadulterated witch hazel—all others are counterfeits. DeWitt's Witch Hazel Salve is made to cure—counterfeits are made to sell. A.W. Foreman. 4w

Mattresses and Pillows.

We have the largest and best assorted line of Pillows and Mattresses ever shown in Vinita.

The Air Felt Mattress.

Are the best made strictly guaranteed to stay soft and in good condition longer than any mattress made.

Pillows From all Kinds

Of feathers made up in plain and fancy ticking. Good mattresses and pillows make good beds.

Yours for Business,

FRAZEE Hardware & Furniture Company