

1881 - 218

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

*In answer to Senate resolution of June 20, 1884, report from the Commissioner of Indian Affairs upon contracts for furnishing beef cattle to Indians in 1883 and 1884.*

JUNE 27, 1884.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,  
Washington, June 27, 1884.

SIR: I have the honor to acknowledge receipt of a resolution passed by the Senate on the 20th instant, in the following words:

*Resolved*, That the Secretary of the Interior be, and is hereby, instructed to furnish to the Senate, at the earliest practicable moment, copies of all contracts made by the United States with citizens, for furnishing beef cattle to the Indians during the years 1883 and 1884, with names and residences of all those to whom said contracts were let, together with all correspondence and instructions from the Commissioner of Indian Affairs in any way appertaining or relating to said contracts.

As answer in part to said resolution, I have the honor to transmit herewith a copy of a report from the Commissioner of Indian Affairs of the 26th instant, inclosing copies of all contracts made by the United States with citizens for furnishing beef cattle to the Indians during the years 1883 and 1884. The names and residences of all those to whom said contracts were let appear in the copies herewith furnished.

The correspondence and instructions called for on the subject for the two years are quite voluminous, and the copies thereof are being prepared as rapidly as it can be done with the force at command of the Indian Bureau; they will be forwarded as soon as the copying can be completed.

Very respectfully,

H. M. TELLER,  
Secretary.

THE PRESIDENT PRO TEMPORE OF THE UNITED STATES SENATE.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, June 26, 1884.

SIR: I am in receipt by your reference of a resolution of the Senate, calling for copies of contracts, and the correspondence connected therewith, for beef for the years 1883 and 1884, and in reply have the honor to submit herewith copies of the contracts for both those years.

The correspondence in reference to these contracts is being prepared and will be submitted at the earliest possible moment.

It is proper in this connection to call attention to the fact that, with the exception of the place of residence of the contractor, every item called for by the Senate resolution is plainly set forth in my annual reports, which give in detail the name of every bidder, the number of pounds of beef for which he bid, the place at which he agreed to deliver it, and the price which he asked for it when so delivered. It will be observed that these reports give the names of *all* bidders, whether successful or unsuccessful, and the prices asked by both the successful and the unsuccessful bidders.

Very respectfully,

H. PRICE,  
*Commissioner.*

Hon. H. M. TELLER,  
*Secretary of the Interior.*

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PROPOSALS FOR INDIAN SUPPLIES AND TRANSPORTATION.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, April 25, 1882.

Sealed proposals, indorsed "proposals for beef" (bids for beef must be submitted in separate envelopes), bacon, flour, clothing, or transportation, &c. (as the case may be), and directed to the Commissioner of Indian Affairs, Nos. 65 and 67 Wooster street, New York, will be received until 1 p. m. of Tuesday, May 23, 1882, for furnishing for the Indian service about 800,000 pounds of bacon, 40,000,000 pounds beef on the hoof, 128,000 pounds beans, 70,000 pounds baking power, 2,000,000 pounds corn, 750,000 pounds coffee, 8,300,000 pounds flour, 212,000 pounds feed, 300,000 pounds hard bread, 75,000 pounds hominy, 9,000 pounds lard, 1,650 barrels mess pork, 233,000 pounds rice, 11,200 pounds tea, 65,000 pounds tobacco, 200,000 pounds salt, 240,000 pounds soap, 6,000 pounds soda, 1,250,000 pounds sugar, and 839,000 pounds wheat.

Also, blankets, woolen and cotton goods (consisting in part of ticking, 33,000 yards; standard calico, 300,000 yards; drilling, 20,000 yards; duck, free from all sizing, 170,000 yards; denims, 17,000 yards; gingham, 50,000 yards; Kentucky jeans, 28,000 yards; cheviot, 5,200 yards; brown sheeting, 200,000 yards; bleached sheeting, 20,000 yards; hickory shirting, 10,000 yards; calico shirting, 6,000 yards; winsey, 3,000 yards), clothing, groceries, notions, hardware, medical supplies, and a long list of miscellaneous articles, such as harness, plows, rakes, forks, &c., and for about 475 wagons required for the service in Arizona, Colorado, Dakota, Idaho, Indian Territory, Minnesota, Montana, Nebraska, Nevada, and Wisconsin, to be delivered at Chicago, Kansas City, and Sioux City. Also for such wagons as may be required, adapted to the climate of the Pacific coast, with California brakes, delivered at San Francisco.

Also, transportation for such of the articles, goods, and supplies that may not be contracted for to be delivered at the agencies.

Bids must be made out on Government blanks.

Schedules showing the kinds and quantities of subsistence supplies required for each agency, and the kinds and quantities in gross of all other goods and articles, together with blank proposals and forms for contract and bond, conditions to be observed by bidders, time and place of delivery, terms of contract and payment, transportation routes, and all other necessary instructions will be furnished upon application to the Indian Office in Washington, or Nos. 65 and 67 Wooster street, New York;

William. H. Lyon, No. 483 Broadway, New York; the Commissaries of Subsistence, U. S. A., at Cheyenne, Chicago, Leavenworth, Omaha, Saint Louis, Saint Paul, San Francisco, and Yankton; the postmaster at Sioux City, and to the postmasters at the following named places in Kansas: Arkansas City, Burlington, Caldwell, Dodge City, Emporia, Eureka, Great Bend, Howard, Hutchinson, Larned, McPherson, Marion, Medicine Lodge, Newton, Osage City, Sedan, Sterling, Topeka, Wellington, Wichita, and Winfield.

Bids will be opened at the hour and day above stated, and bidders are invited to be present at the opening.

CERTIFIED CHECKS.

All bids must be accompanied by certified checks upon some United States depository or Assistant Treasurer, for at least *five* per cent. of the amount of the proposal.

H. PRICE,  
*Commissio*

## SCHEDULE OF SUPPLIES REQUIRED FOR THE INDIAN SERVICE.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, April 25, 1882.

Sealed proposals, indorsed "Proposals for bacon, beef, &c." (as the case may be), and directed to the Commissioner of Indian Affairs, Nos. 65 and 67 Wooster street, New York, will be received until 1 p. m. of Tuesday, May 23, 1882, for furnishing the following supplies for the Indian service:

Agenencies.	State or Territory.	Bacon.	Barley.	Beans.	Beef.	Coffee.	Corn.	Corn meal.	Feed.	Flour.	Hard bread.	Hominy.
		<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Blackfeet.....	Montana.....	8,000		1,500	250,000	6,000				160,000	10,000	1,000
Crow.....	do.....	20,000		5,000	800,000	18,000				200,000		5,000
Flathead.....	do.....	2,000				700						
Fort Peck.....	do.....	25,000	4,000		500,000	15,000	20,000			400,000	8,000	3,000
Fort Belknap.....	do.....	12,000			250,000	8,000	5,000	2,000		150,000	12,000	
Shoshone, Northern Arapahoes.....	Wyoming.....	13,000			500,000	8,000				81,000		
Shoshones.....	do.....	12,000			400,000	6,000				70,000		
Southern Ute.....	Colorado.....				400,000	8,000	25,000	5,000		115,000		
Ouray.....	Utah.....	6,000			320,000	8,000				120,000		
Uintah Valley.....	do.....	1,000		200	75,000	2,000	5,000		3,000	10,000		
White River Utes.....	do.....			1,500		4,000			6,000	50,000		
Fort Hall.....	Idaho.....			500	400,000	6,000				120,000		
Lemhi.....	do.....	2,000				1,300						
Cheyenne River.....	Dakota.....	50,000		23,100	2,300,000	30,000	163,000		30,000	300,000	40,000	
Crow Creek.....	do.....	25,000			1,750,000	29,000	50,000		10,000	300,000	10,000	12,000
Devil's Lake.....	do.....			1,000	25,000	4,000				100,000	2,000	1,000
Fort Berthold.....	do.....	25,000			250,000	7,000				175,000	2,200	
Lower Brulé.....	do.....	25,000		6,000	1,200,000	17,500	75,000	4,000	4,000	150,000	30,000	6,500
Pine Ridge.....	do.....	200,000		25,000	6,500,000	100,000	250,000			800,000	100,000	
Rosebud.....	do.....	200,000		20,000	6,500,000	100,000	500,000			900,000	75,000	
Sisseton.....	do.....	10,000		1,250	40,000	2,000	25,000			50,000		1,250
Standing Rock.....	do.....	30,000		1,200	2,000,000	35,000				360,000	50,000	
Yankton.....	do.....				900,000	17,500				50,000		
School.....	do.....			800	54,000	970		2,000		23,400	300	400
Indian Training School.....	Pennsylvania.....				*100,000	3,000		3,500		100,000		1,800
Green Bay, Menomonees.....	Wisconsin.....									10,000		1,000
Police.....	do.....	2,000		900	*8,000	1,000				12,000		
School.....	do.....			500		300				10,000		
La Pointe, Chippewas, Lake Superior.....	do.....						600		15,200	58,500		
Boisé Fortes.....	do.....						600			22,500		
White Earth, Chippewas, Red Lake, Annuity.....	Minnesota.....			300		60				32,000		

Chippewas, Red Lake, School	do			300	*3,000	90				9,000		100
Chippewas, White Earth, Agency	do								10,000			
Chippewas, White Earth, School	do			200	*5,000	150				14,000		
Otter Tail Pillagers	do									15,000		
Pembinas	do									15,000		
Pillagers, Leech Lake, Annuity	do											
Pillagers, Leech Lake, School	do			150	*2,000	90				12,000		
Pillagers, Leech Lake, Utility	do									10,000		
Cheyenne and Arapahoe	Indian Territory	80,000		30,000	4,500,000	60,000	200,000			700,000	15,000	
Kiowa, Comanche, and Wichita, (Apaches, &c.)	do	80,000			3,000,000	42,000				400,000		1,000
Oakland	do	6,000			300,000	4,300		10,000		50,000		
Kaw	do			1,250	75,000	1,000				25,000		
Otoe, Annuity	do	3,000				3,000		6,000		70,000		
School	do					350		1,000		7,000		
Pawnee School	do	5,800		2,500	35,000	1,200				25,000		1,500
Ponca	do	15,000			500,000	7,000		20,000		75,000		
Quapaw, Apprentices	do	220		70	6,570	90		550		1,100		
Modocs	do				55,000	1,460				17,000		
Quapaws	do						20,000					
School	do	2,500		1,030	*17,000	700		7,000		14,000		220
Senecas, &c., School	do	4,300		1,250	*25,800	1,080		10,650		21,500		150
Sac and Fox, Ab. Shawnees, School	do				*12,000					15,000		
Mexican Kickapoos	do				55,200	3,310				35,330		
Sac and Fox of Miss., School	do									10,000		
Pottawatomie, Kickapoo School	Kansas	1,250		400	*2,000	370				10,000		100
Pottawatomie School	do	1,250		400	*2,000	370				10,000		100
Colorado River	Arizona	2,100	5,000	950	100,000	800				30,000		950
Pima	do	3,350	10,000	5,000	*5,000	620		4,000			20,000	
Apprentices	do	70		730	370	70				730		
School	do	2,730		2,730	6,830					20,490		
San Carlos	do		66,000	35,000	3,000,000	40,000				900,000		
Jicarilla	New Mexico				300,000	7,000	40,000			125,000		
Mescalero	do	2,000		4,300	540,000	10,800	15,000			120,000		2,200
Navajo, School	do	2,500		850	16,000	800				18,000		850
Pueblo	do				*1,000		4,380					
Nevada	Nevada	5,000	30,000	6,000	*8,000	1,000				30,000	1,000	
Great Nemaha, Iowas	Nebraska			200		175						
Sac and Fox, Mo.	do					50						
Santee, Flandreau School	do										1,000	
Santees	do			800	250,000	1,500						
Santee School	do			2,700	124,800	2,600	20,000					
Winnebago and Omaha, Omahas	do				*12,800	300						
Winnebagoes	do				*10,000							
Total		884,270	115,000	195,810	38,491,570	629,805	1,418,580	71,800	82,200	7,734,550	376,500	40,120

\* Beef for these agencies to be *net*, and to be delivered at such times and in such quantities as may be required by the respective agents in charge.

SCHEDULE OF SUPPLIES, &c.—Continued.

Agencies.	State or Territory.	Lard.	Mess pork.	Oat-meal.	Oats.	Rice.	Salt.	Sugar.	Tea.	Tobacco.
		Pounds.	Barrels.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.
Blackfeet	Montana			10,000		2,500	2,000	10,000	100	1,000
Crow	do			25,000		5,000		30,000		2,000
Flathead	do			500	20,000	500	1,500	2,500	200	600
Fort Peck	do	6,000	40			4,000	5,000	28,500	800	2,000
Fort Belknap	do			500	10,000	1,000		14,000	100	1,000
Shoshone, Northern Arapaho	Wyoming					3,000		12,000		
Shoshones	do					3,000		10,000		
Southern Ute	Colorado				20,000		4,600	14,000		1,000
Ouray	Utah	100			20,000		7,000	14,000	300	500
Uintah Valley	do			100	4,000	150	1,500			
White River Utes	do				10,000		5,000	6,000		400
Fort Hall	Idaho			200		500	2,000	10,000	10	400
Lemhi	do					1,000	1,200	3,000	150	250
Cheyenne River	Dakota		100		80,000	1,200	15,400	52,500	100	3,850
Crow Creek	do	300	100	400		1,200	7,300	50,000	100	2,000
Devil's Lake	do	600	260			1,000	1,400	7,000	2,000	1,600
Fort Berthold	do	500	30			1,200	3,500	12,500	300	1,000
Lower Brulé	do	250	50	1,000			2,600	30,000		2,200
Pine Ridge	do				10,000		40,000	175,000		12,000
Rosebud	do				50,000		25,000	175,000		10,000
Sisseton	do	200			30,000	1,870	1,200	5,000		
Standing Rock	do	400					10,000	60,000	500	2,000
Yankton	do		100			800	8,000	30,000	300	1,000
School	do	200	20	1,000		1,000	1,100	2,800	300	
Indian training school	Pennsylvania			1,200		4,000	4,380	12,000	600	
Green Bay, Menomonee	Wisconsin		20							
Police	do		40				600	1,800		
School	do		10				500	500		
La Pointe, Chippewas, Lake Superior	do		110		8,000		3,520		600	475
Boisé Fortes	do		70				840		450	500
White Earth, Chippewas, Red Lake, Annuity	Minnesota		50				1,800	1,500	600	500
Chippewas, Red Lake, School	do	100	8	200		200	450	700	100	
Chippewas, White Earth, Agency	do	20	7	400			1,680	600	400	300
Chippewas, White Earth, School	do	50	7			300	300	500	60	
Otter Tail Pillagers	do		15							200
Pembinas	do		30				600	1,000	200	200
Pillagers, Leech Lake, Annuity	do									300
Pillagers, Leech Lake, School	do	10	8	200		50	300	800	80	
Pillagers, Leech Lake, Jutilly	do		10					200	100	
Cheyenne and Arapaho	Indian Territory	4,000				3,000	22,900	105,000	250	
Kiowa, Comanche, and Wichita (Apaches, &c.)	do	1,000				2,000	21,170	73,600	100	
Oakland	do						2,000	6,800		

Kaw .....	do					500		1,600		
Otoe, Annuity .....	do						6,000	8,500		
School .....	do	500	2	100				800		
Pawnee School .....	do					1,000	1,500	3,000	200	
Ponca .....	do							13,000		
Quapaw, Apprentices .....	do							40		
Modocs .....	do							840		2,920
Quapaws .....	do				20,000					
School .....	do					360	1,080	1,250	80	
Senecas, &c., School .....	do					750	1,920	2,260	110	
Sac and Fox, Ab. Shawnees, School .....	do							4,420		500
Mexican Kickapoos .....	do									
Sac and Fox of Miss., School .....	do									
Pottawatomie, Kickapoo School .....	Kansas					400	1,000	1,200	40	
Pottawatomie School .....	do					400	1,000	1,200	40	
Colorado River .....	Arizona						2,700	1,500	80	
Pima .....	do						600	1,000	70	
Apprentices .....	do							40	130	
School .....	do							680	1,640	70
San Carlos .....	do							30,120	70,000	300
Jicarilla .....	New Mexico								8,000	
Mescalero .....	do	1,000				5,000	2,000	4,000	17,500	100
Navajo, School .....	do						850	1,300	2,000	70
Pueblo .....	do					4,380		100		
Nevada .....	Nevada								2,000	50
Great Nemaha, Iowas .....	Nebraska						1,000	840	400	15
Sac and Fox, Mo .....	do						30	150	140	
Santee, Flandreau School .....	do									
Santees .....	do		20				800	2,000	2,650	
Santee School .....	do	1,000	35				2,600	2,600	4,600	200
Winnebago and Omaha, Omahas .....	do		5					2,800	1,200	50
Winnebagoes .....	do		8					1,600		50
Total .....		16,210	1,168	5,800	351,380	49,160	273,470	1,100,370	10,325	51,775

Also, for smoking tobacco: 300 pounds for Ouray Agency; 15 pounds for Pima (Apprentices) Agency; and 2,500 pounds for San Carlos Agency, put up in 2-ounce packages, in cases.

Also, for wheat: 18,000 pounds for Flathead Agency; 6,000 pounds for Uintah Valley (White River Utes) Agency; 150,000 pounds for Yankton Agency; 20,000 pounds for Santees, and 80,000 pounds for Santee School, Santee Agency; and 35,000 pounds for Winnebago and Omaha (Omahas) Agency.

Also, for mess beef: Any quantity that may be required for the service.

*The following instructions, so far as applicable, being made a part of the proposal, the particular attention of bidders is invited thereto.*

The bids will be opened at 65 and 67 Wooster street, New York City, in the presence of the Board of Indian Commissioners, a committee to be designated by the Secretary of the Interior, and any bidders who may attend, and read publicly, beginning at the hour before named. Bidders are invited to be present.

Each bid must give the names of all parties interested in or parties to it, and *must* have a copy of this advertisement attached.

Bidders must designate their places of business and post-office address. Those residing out of New York should furnish their address while in that city, if present there. If to be represented by an agent, his name and address should be given.

No bids will be considered from persons who have in any respect defaulted in any bid heretofore made. Any or all bids, or any part of any bid, will be rejected if deemed for the best interests of the Government.

Each bid *must* be accompanied by a certified check or draft upon some United States depository, or United States assistant treasurer, payable to the order of the Commissioner of Indian Affairs, which check or draft shall be not less than 5 per centum on the amount of supplies proposed to be furnished, and shall be forfeited to the United States in case any bidder receiving an award shall fail to execute promptly a contract, with good and sufficient sureties, according to the terms of his bid; otherwise to be returned to the bidder.

*Bids not accompanied by a certified check or draft will not be considered.*

Bidders are required to furnish samples of the articles bid for (except beef, corn, feed, lard, mess pork, oats, salt, and wheat), and in all cases where samples are required, they must accompany the bid to 65 and 67 Wooster street, New York City. No samples will be opened until after all the bids shall have been publicly read.

As soon as practicable after the reading of the bids the samples offered will be examined and passed upon by some competent person or persons to be appointed by the Commissioner of Indian Affairs.

Parties entering awards will at once enter into contract.

In executing contracts the right will be reserved to increase or diminish the quantity of any article embraced in the foregoing schedule, and the further right to increase or diminish the amount specified in any contract to an extent not exceeding 25 per centum.

A joint and several bond, in the full amount of the contract, duly executed, with two or more sureties, and conditioned for the faithful performance of the contract in all its particulars, must accompany the same. The sufficiency of the sureties must be evidenced by their affidavit as to the value of their property.

*Delay and difficulty having heretofore been experienced in the proper execution of contracts and bonds in consequence of the absence of one or more members of firms, it is desirable that one member only of a firm sign the bid and propose to enter into contract—thus avoiding the necessity of producing powers of attorney authorizing one member to sign for absent members, as is required by law.*

All articles furnished under contract must be delivered at the places designated for their reception, strongly packed and marked according to directions, for shipment, without any charge therefor, or for cases, baling, or sacks, and will be subject to inspection; and any articles that may in any respect fail to conform to the samples upon which the award was made will be rejected, and the contractor held to furnish others of the required quality within *five* days; or, failing in that, they will be purchased at his expense.

The beef must be delivered at the agency as required.

Bids for barley, corn, feed, flour, hay, oats, salt, and wheat may be made for delivery at the several agencies, excepting those hereinafter named, which must be at the points designated, viz: Devil's Lake, at Larimore; Pine Ridge and Rosebud, at Sioux City, Yankton, Rosebud Landing, or any other point in Dakota or Nebraska; Sisseton, at Sisseton Agency Station, Dakota Territory; La Pointe (Chippewas of Lake Superior), at Bayfield, Wisconsin; and Boisé Fortes, at Duluth or Vermillion Lake, Minn.; Cheyenne and Arapahoe, Kiowa, Comanche and Wichita, Kaw, Oakland, Pawnee, and Ponca, at Arkansas City or Caldwell; Quapaw, at Seneca; Sac and Fox, at Muscogee; White Earth, at Detroit; Leech Lake, at Brainerd; Uintah, at Park City; Shoshone, at Rawlins; and Indian Training School, at Carlisle, Pa.; and for other articles at New York, Philadelphia, Baltimore, Saint Louis, Chicago, Saint Paul, Sioux City, Yankton, Omaha, Kansas City—to be specified in the bid—subject to inspection at such point as may be designated by the Commissioner of Indian Affairs. Twenty-five per centum to be delivered within thirty days, and the balance as required.

*Bids for beef must be submitted on separate blanks and inclosed in envelopes indorsed "Proposals for beef."*

The contract for beef will be for good merchantable, and all offered under any contract will be subject to rigid inspection. The cattle to be furnished on the hoof must



be steers and cows (no bulls or stags) not over 7 years of age, and must average not less than 850 pounds, gross, at each delivery from May 1st to December 1st; and not less than 800 pounds, gross, from December 1st to May 1st; no animal to weigh less than 700 pounds, and no animal shall be received that will net less than 50 per centum of its gross weight from May 1st to December 1st, or less than 45 per centum from December 1st to May 1st, excepting in the Territories of Arizona (cattle for Arizona to be natives of that Territory or adjacent thereto) and New Mexico, and the Indian Territory, where the average from May 1st to December 1st must be not less than 750 pounds, gross, at each delivery; and from December 1st to May 1st not less than 700 pounds, gross; no animal to weigh less than 650 pounds, or not less than 45 per centum of its gross weight. The price must be figured gross, but for all cows delivered under any contract, a discount of twenty (20) per centum from the proposed price will be made. Deliveries of beef at Rosebud and Pine Ridge may not be required until about August 1st next, of which due notice will be given contractors.

The bacon must be what is known to the trade as "short clear sides," winter-cured, sound, sweet, and merchantable, and put up in "gunnies."

The beans and hominy must be of good merchantable quality, sound and clean, and put up in double bags, the inner bag to be of good substantial burlap, the outer one a gunny, ready for shipment. Samples of not less than eight quarts in either case must be furnished.

The corn must be full whole grain, sound, sweet, and clean; to weigh not less than 56 pounds to the bushel, and to be delivered in "gunnies," well sewed.

The coffee must be sound and clean, of good quality, and must be delivered in strong double sacks—no charge for sacks—subject to the customary trade tare.

The feed must be of clear corn and oats, fresh ground, of good sound grain.

The flour must be what is known as "straight, full stock," of good sound wheat, grown in the section of country contiguous to the places of delivery—60 pounds of wheat to be ground down to 42 pounds of flour—and delivered in extra-strong single sacks of quality known as "Osaburgs," to weigh 8 ounces to the yard; contractors will be required to plainly stamp their names on each sack. Samples of not less than 25 pounds must be furnished by bidders, said samples to be distinctly marked with the name of the bidder, and numbered, if more than one sample is submitted.

The hard bread must be the best quality used by the Army, and must be furnished in strong boxes of 50 pounds each, ready for shipment.

The lard must be "prime steam," in tin cans of 5 and 10 pounds net each, to be delivered packed in strong boxes, not to exceed 100 pounds in any one box.

The mess pork must be well preserved, sound, and sweet, in good barrels with sound heads and well hooped.

Oats to be bright and clean, well sacked, and to weigh not less than 32 pounds to the bushel.

Rice to be of good quality, and delivered in double bags, the inner bag to be of good, substantial burlap, the outer one a gunny. *Rice in barrels or tierces will not be received.*

The tea must be Oolong, superior to fine trade classification.

The tobacco must be Navy plug, light color, made of uniform leaf (either Southern or Western), and sweetened with liquorice and crushed sugar (both of best quality) only enough for preservation, and packed in boxes made of kiln-dried sycamore wood, 1 inch thick, free from imperfections. Tare to be ascertained in the customary manner.

Salt must be of good quality, packed in strong barrels well coopered.

The sugar must be of medium quality, granulated, or Coffee "A" standard; the granulated to be delivered in double bags of about 150 pounds capacity, the inner bag to be of good, heavy muslin, the outer one a new gunny, in perfect order for shipment; and the Coffee "A" to be delivered in ordinary sized barrels, tight, extra hooped, and full-head lined.

The wheat must be No. 1 "Spring" or "Winter," sound, sweet, and clean, and weigh not less than 60 pounds to the bushel, put up in strong single sacks, not exceeding 2½ bushels per sack.

H. PRICE,  
Commissioner.

(5—080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this sixth day of June, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Samuel W. Felter, of New York City, N. Y., party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors,

and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Seventy-five thousand (75,000) pounds.	Uintah Valley Agency, Utah T'y.	Four & $\frac{20}{100}$ dolls. (\$4.20).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders the "inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander;

the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of two (2) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
Commissioner of Indian Affairs.

Witness:

JOS. B. COX.  
JOHN A. BECKWITH.

SAM'L W. FELTER, [SEAL.]  
125th St. and 8th Ave., New York.

H. STELLENORF, *Babylon, L. I.*  
SAM'L A. NOTEN, 140 Nassau St., N. Y.

DIRECTIONS FOR MAKING OUT CONTRACTS.

Contracts must be executed in triplicate.

Contracts executed by firms must be signed by *each* member of the firm. The ordinary firm-signature is not sufficient. The "party of the second part," in the body of the contract, should be indicated thus: "John Smith, James Brown, and Wm. Jones, partners in business under the firm-name of Smith, Brown & Co."

Contracts executed by the president, secretary, or other officer of a company must be accompanied by a certificate of the board of directors or executive committee thereof, under seal, that the officer so signing was duly authorized to make contract for and on behalf of the company, and that the act of such officer in executing the contract is binding upon the company represented by him.

The Christian names of *all* parties appearing herein must be written and signed in full, and the signatures of contracting parties witnessed by at least two persons. The signature of a witness should be written opposite to the signature witnessed.

An impression or seal of some adhesive substance must be affixed to the signature of each principal.

Contracts signed by an agent of a firm, or by one member for another, or by an attorney, are not valid unless the same be accompanied by a duly executed power of attorney from the party or parties for whom such agent, member, or attorney shall sign (of date even with or prior—except in the case of a general power of attorney—to the date of the instrument), which power of attorney must set forth specifically the particular purpose for which it was given by describing in full the names of the contracting parties, and the date and object of the contract.

The post-office address of contracting parties and witnesses must be given.

Quantities should be stated in words as well as figures.

Point and time of delivery must be distinctly stated.

All dates must be carefully supplied.

The advertisement under which award is made must form part of and be attached to each contract.

Erasures, interlineations, or other irregularities must be explained over the signatures and seals of the parties to this instrument.

Any contract not made in conformity with the above instructions will be rejected, and a corrected one required before any deliveries of supplies will be permitted thereunder.

When *Indian agents use this form* of blank, the number of copies indicated in the "brief" will be made and disposed of as there directed.

*One bond only is required with each contract, no copies of the same being required, and the same must be executed before a clerk of some court of record; or, if before other officer, the certificate of such clerk of court as to said other officer's authority must be attached.*

DEPARTMENT OF THE INTERIOR,  
Washington, June 8, 1882.

The within contract is hereby approved.

H. M. TELLER,  
Secretary.

(5-080.)

### CONTRACT FOR BEEF.

This agreement, made and entered into this twenty-fifth day of May, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Hampton B. Denman, of Washington, District of Columbia, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, BEEF CATTLE, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Three million (3,000,000) pounds ...	San Carlos Agency, Arizona .....	Three dollars and sixty-six cents (\$3.66).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate of price designated in the above schedule, payment to be made on presentation, at the office of Indian Affairs, of proper

receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep Beef Cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, Beef Cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the Beef Cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article (3) hereof, at the Agency aforesaid, at the times and in the quantities required by the respective Indian Agent in charge, upon five days' notice by said Indian Agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian Agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian Agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of sixty thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this

contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member or Delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness thereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

S. E. SLATER.  
JOHN A. BECKWITH.

HAMPTON B. DENMAN. [SEAL.]

G. W. TERFLINGER.  
E. N. PUGH.

For directions for making out contracts, see page 11, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, June 13, 1882.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

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(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 25th day of May, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and David Hunter, of National Stock Yards, St. Clair County, Illinois, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity,	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Two million three hundred thousand (2,300,000) pounds.	Cheyenne River Agency, Dakota.	Four dollars and fifteen cents (\$4.15.)
One million seven hundred and fifty thousand (1,750,000) pounds.	Crow Creek Agency, Dakota. ....	Four dollars and thirty cents (\$4.30.)

Beef for Cheyenne River Agency to be delivered in two deliveries, between July 1 and October 15, 1882, and for Crow Creek in one delivery between said dates.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase

or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate of price designated in the above schedule, payment to be made on presentation, at the office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor, made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head; and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and ever five (5) pounds, or fraction thereof, that said cattles so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be

bound by this contract, the party of the second part shall furnish a joint and several bond in the sum of one hundred and fifty (150) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or Delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

E. S. WOOG.  
JOHN A. BECKWITH.

DAVID HUNTER. [SEAL.]

CHAS. H. HOOPER.  
L. TURNER.

For directions for making out contracts, see page 11, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, June 13, 1882.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*



(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 25th day of May, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Ezekiel S. Newman, of National Stock Yards, St. Clair County, Illinois, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE I. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Nine hundred thousand (900,000) pounds.	Yankton Agency, Dakota .....	Four dollars & thirty-five cents (\$4.35).
Six million five hundred (6,500,000) thousand pounds.	Pine Ridge Agency, Dakota .....	Three dollars & eighty-four cents (\$3.84).

Beef for Pine Ridge Agency to be delivered in the usual manner from July 1 to Oct. 15, 1882; between Oct. 15, 1882, and Nov. 15, 1882, a sufficient quantity to be delivered to last until June 1, 1883; and the balance during June, 1883; and for Yankton Agency, to be delivered on or before Oct. 15, 1882.



ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof) at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess

in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of two hundred (200) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE. [SEAL.]  
Commissioner of Indian Affairs.

Witness:

E. S. WOOD.  
JOHN A. BECKWITH.

EZEKIEL S. NEWMAN. [SEAL.]

CHAS. H. HOOPER.  
L. TURNER.

For directions for making out contracts, see page 11, *ante*.

DEPARTMENT OF THE INTERIOR,  
Washington, June 13th, 1882.

The within contract is hereby approved.

H. M. TELLER,  
Secretary.

(5-080.)

### CONTRACT FOR BEEF.

This agreement, made and entered into this 1st day of June, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Albert E. Whyland, of 116 Reade st., New York City, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
One hundred thousand (100,000) pounds.	Colorado River Agency, Arizona Territory.	Five and twenty-five one-hundredths (\$5.25).

One delivery on or about October 1st, 1882.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantity as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "loited" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds gross, or being in such *condition* as to net less than  *fifty* per centum of their gross weights in good merchantable beef, from May 1st to December 1st, or less than  *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of four (4) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

CHA'S H. DICKSON,  
JOHN A. BECKWITH.

ALBERT E. WHYLAND. [SEAL.]

I. H. CRAIG.  
H. D. REMERS.

For directions for making out contracts, see p. 11, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, June 13, 1882.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

(5-080.)

### CONTRACT FOR BEEF.

This agreement, made and entered into this 26th day of May, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for, and on behalf of the United States of America, party of the first part, and Isaac G. Baker, of St. Louis, Missouri, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Four hundred thousand (400,000) pounds.	Fort Peck Agency, Montana.....	Four dollars and twenty cents (\$4.20).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or

decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof); at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond,

in the sum of ten thousand (\$10,000) dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States :

Witness :

JOS. B. COX.  
JOHN A. BECKWITH.

OLIVER J. BOHL.  
GEORGE A. BAKER.

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

ISAAC G. BAKER. [SEAL.]

DEPARTMENT OF THE INTERIOR,  
*Washington, June 14, 1882.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 26th day of May, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Thomas C. Power, of Chicago, Illinois, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth that the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, BEEF CATTLE, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Eight hundred thousand (800,000) pounds.	Crow Agency, Montana Territory.....	\$3 88
Two hundred thousand (200,000) pounds.	Fort Belknap Agency, Montana Territory. ....	4 09
Two hundred and twenty-five thousand (225,000) pounds.	Fort Berthold Agency, Dakota Territory.....	4 04
Two million (2,000,000) pounds.....	Standing Rock Agency, Dakota Territory.....	4 09

As to beef for Fort Berthold Agency, 50,000 pounds to be delivered not later than August 1, 1882 balance needed to be taken not later than November 1, 1882. Notice as to balance to be given contractor not later than August 1, 1882.

Beef for Standing Rock Agency to be delivered as required by the party of the first part to about November 1, 1882; then sufficient supply to last to June 1, 1883, notice of quantity of which is to be given contractor by August 15, 1882; balance required to complete contract to be delivered on or about June 1, 1883.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep Beef Cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, Beef Cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the Beef Cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof) at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five (5) days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1), for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract,

for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of one hundred (100) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties; and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
Commissioner of Indian Affairs.

Witness:

JOS. B. COX.  
JOHN A. BECKWITH.

THOMAS C. POWER. [SEAL.]

JOHN A. BECKWITH.  
PAUL D. BROWN.

#### READ AND FOLLOW DIRECTIONS FOR MAKING OUT CONTRACTS.

Contracts must be executed in quadruplicate.

Contracts executed by firms must be signed by *each* member of the firm. The ordinary firm signature is not sufficient. The "party of the second part," in the body of the contract, should be indicated thus: "John Smith, James Brown, and Wm. Jones, partners in business under the firm-name of Smith, Brown and Co."

Contracts executed by the president, secretary, or other officer of an incorporated company must be accompanied by a certificate of the board of directors or executive committee thereof, under seal, that the officer so signing was duly authorized to make contract for and on behalf of the company, and that the act of such officer in executing the contract is binding upon the company represented by him. The manner of affixing the signature must be as follows: "The Moline Wagon Co., by John Doe, Vice-President."

The Christian names of *all* parties appearing herein must be written and signed in full, and the signature of each contracting party witnessed by at least two persons. The signature of a witness should be written opposite to the signature witnessed.

An impression or seal of some adhesive substance must be affixed to the signature of each principal.

Contracts signed by an agent of a firm, or by one member for another, or by an attorney, are not valid unless the same be accompanied by a duly executed power of attorney from the party or parties for whom such agent, member, or attorney shall sign (of date even with or prior—except in the case of a general power of attorney—to the date of the instrument), which power of attorney must set forth specifically the particular purpose for which it was given by describing in full the names of the contracting parties, and the date and object of the contract.

The post-office address of contracting parties and witnesses must be given.

Quantities should be stated in words as well as figures.

Point and time of delivery must be distinctly stated.

All dates must be carefully supplied.

The advertisement under which award is made must form part of *and be attached to* each contract.

Erasures, interlineations, or other irregularities must be explained over the signatures and seals of the parties to this instrument.



Any contract not made in conformity with the above instructions will be rejected, and a corrected one required before any deliveries of supplies will be permitted thereunder.

When *Indian agents use this form* of blank, the number of copies indicated in the "brief" will be made and disposed of as there directed. Bonds with those for the Indian Office and the "Returns Office" only are required.

Bonds must be executed before the clerk of a court of record; or if before other officer, his authority attested by the certificate of such clerk of court.

DEPARTMENT OF THE INTERIOR,  
Washington, June 16, 1882.

Approved.

H. M. TELLER,  
Secretary.

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 6th day of June, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Portus B. Weare, of Chicago, Illinois, of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Forty thousand (40,000) pounds....	Sisseton Agency, Dakota.....	} Five dollars and twenty-five cents (\$5.25).
Twenty-five thousand (25,000) pounds.....	Devil's Lake Agency, Dakota....	

All to be received at one delivery.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, — heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved. *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the

beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately, or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof) at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five (5) days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1), for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of two (2) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

S. E. SLATER.  
 JOHN A. BECKWITH.

PORTUS B. WEARE, [SEAL.]  
 193 South Water st., Chicago.

JOHN L. FYFFE.  
 C. F. WOLFE.

(For directions for making out contracts, see p. 24, ante.)

DEPARTMENT OF THE INTERIOR,  
 Washington, June 14, 1882.

Approved.

H. M. TELLER,  
*Secretary.*

(5—080.)

CONTRACT FOR BEEF

This agreement, made and entered into this 25th day of May, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and William R. Merriam, of St. Paul, Minnesota, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Three hundred seventy-four thousand and eight hundred (374,800) pounds.	Santee Agency, Nebraska .....	Four dollars and twenty-five cents (\$4.25)
One million two hundred thousand (1,200,000) pounds.	Lower Brulé Agency, Dakota.....	Four dollars and fifteen cents (\$4.15)
Six million five hundred thousand (6,500,000) pounds.	Rosebud Agency, Dakota .....	Four dollars and nine cents (\$4.09)

Beef for Rosebud Agency to be delivered in the usual manner, from July 1 to Oct. 15, 1882; between Oct. 15 and Nov. 15, 1882, or sufficient quantity to be delivered to last until June 1, 1883, and the balance during June, 1883; for Lower Brulé to be delivered in two deliveries between July 1 and Oct. 15, 1882; and for Santee Agency in one delivery, between July 1 and October 15, 1882.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper

receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved. *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1), for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of two hundred (200) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part, in con-

formity to the requirement of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

S. E. SLATER.  
 JOHN A. BECKWITH.

WILLIAM R. MERRIAM. [SEAL.]

G. W. TERFLINGER.  
 E. N. PUGH.

(For directions for making out contracts, see page 24, *ante*.)

DEPARTMENT OF THE INTERIOR,  
*Washington, June 21, 1884.*

Approved.

H. M. TELLER,  
*Secretary.*

(5—080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this sixth day of June, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and James W. L. Slavens, of Kansas City, Missouri, party of the second part, for ——— heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for ——— heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
One million nine hundred twenty thousand (1,920,000) pounds.	Shoshone, Southern Ute, Ouray, and Fort Hall Agencies.	Three $\frac{2}{100}$ dollars (\$3.87).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or, if weighed together, they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge upon five (5) days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1), for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent, and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person, to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be

bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of forty (40) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or Delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

E. N. PUGH.  
JOHN A. BECKWITH.

JAMES W. L. SLAVENS. [SEAL.]

WILLIAM C. O'BURN.  
FRED. W. PERKINS.

For directions for making out contracts, see page 24, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, June 21, 1882.*

Approved.

H. M. TELLER,  
*Secretary.*

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 25th day of May, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Wm. C. Oburn, of Kansas City, Missouri, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Four million two hundred thousand (4,200,000) pounds.	Cheyenne and Arapahoe Agency, Ind. Ter.	Three and $\frac{1}{100}$ dollars (\$3.61).
Two hundred thousand (200,000) pounds.	Oakland Agency, Ind. Ter. ....	Three and $\frac{1}{100}$ dollars (\$3.50).

Beef for Oakland Agency to be delivered as follows, viz: in 2 deliveries, the 1st at the option of the party of the first part, and the second on or after May 1st, 1883.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent., in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers, when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of — ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle, as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and the payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five (5) days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds, gross, or being in such *condition* as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1), for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto



that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of one hundred (100) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of, or Delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States :

H. PRICE, [SEAL.]  
Commissioner of Indian Affairs.

Witness :

M. S. COOK.  
JOHN A. BECKWITH.  
WILLIAM C. OBURN. [SEAL.]  
DALTON S. PATTERSON.  
JAMES W. L. SLAVENS.

For directions for making out contracts, see page 24, ante.

DEPARTMENT OF THE INTERIOR,  
Washington, June 21, 1884.

Approved.

H. M. TELLER,  
Secretary.

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 12th day of June, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and John T. Murphy, of Helena, Montana Ty., party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth :

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows :

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may deemed necessary by the party of the first part, as follows :

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Two hundred and one thousand (200,000) pounds.	Blackfeet Agency, Mont. Ty .....	Three and $\frac{2}{3}$ dollars (\$3.42).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved; *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows, (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five (5) days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1) for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties

hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond in the sum of three (3) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of Section 3737 of the Revised Statutes, neither this nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

E. S. WOOD.  
JOHN A. BECKWITH.

JOHN T. MURPHY. [SEAL.]

FRANK K. TURNER.  
JOHN MURTA.

For directions for making out contracts see page 24, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, June 27, 1884.*

Approved.

H. M. TELLER,  
*Secretary.*

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 23d day of June, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Edward Fenlon, of Leavenworth, Kansas, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver at the places herein designated to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Three million three hundred and sixty-five thousand two hundred (3,365,200) pounds.	Kiowa, Comanche, and Wichita; Osage, for Kaws; Pawnee (for schools); Ponca and Sac and Fox agencies, Ind. Ty.	Three and $\frac{1}{10}$ dollars (\$3.54).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved; *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags) not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately, or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess

in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of sixty (60) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

E. S. WOOG.  
 JOHN A. BECKWITH.

EDWARD FENLON. [SEAL.]

W. G. BOLMAN.  
 JOS. T. BENDER.

For directions for making out contracts, see page 24, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, June 28, 1882.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this tenth day of June, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Julien C. Naylor, of Baxter Springs, Kansas, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Sixty-one thousand five hundred and seventy (61,570) pounds.	Quapaw Agency, Ind. T'y .....	Three dollars (\$3.00).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificate of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery, in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together, they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof, at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds, gross, or being in such *condition* as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in

the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of one (1) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars, by the said party of the second part.

ARTICLE 9. It is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

E. S. WOOG.  
 JOHN A. BECKWITH.

JULIEN C. NAYLOR. [SEAL.]

S. A. HAINES.  
 WM. MARCH.

For directions for making out contracts, see p. 24, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, July 3, 1882.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

(5—080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this twenty-seventh day of June, one thousand eight hundred and eighty-two, by and between John Harries, U. S. Indian Agent, Lemhi Agency, Idaho Territory, for and on behalf of the United States of America, party of the first part, and John Barrack, of Lemhi County, Idaho Territory, the party of the second part, for himself, heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, BEEF CATTLE, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
One hundred and sixty thousand (160,000) pounds.	Lemhi Agency, Idaho Territory	Four dollars and twenty cents (\$4.20).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or, if weighed together, they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the Agency aforesaid, at the times and in the quantities required by the respective Indian Agent in charge, upon five (5) days' notice by said Indian Agent to the said party of the second part or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than fifty per centum of their gross weights in good, merchantable beef from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof), as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian Agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1) for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian Agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the



bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that before the United States shall be bound by this contract the party of the second part shall furnish a joint and several bond in the sum of six (6) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of Section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

JOHN HARRIES, [SEAL.]  
*U. S. Indian Agent.*

Witness:

NORMAN I. ANDRUS.  
JOSEPH W. BIRDSEYE.

JOHN BARRACK, [SEAL.]  
*Salmon City, Lemhi County, Idaho.*

HARRY J. BURLEIGH.  
THOMAS POPE.  
*Salmon City, Idaho.*

For directions for making out contracts see p. 24, *ante*.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, August 8, 1882.*

Approved.

H. PRICE,  
*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, August 12, 1882.*

The within contract is approved.

M. L. JOSLYN,  
*Acting Secretary.*

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 11th day of August, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and James W. L. Slavens, of Kansas City, Missouri, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army

officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Three hundred thousand (300,000) pounds.	Jicarilla Agency, New Mexico....	Three and $\frac{89}{100}$ dollars (\$3.89).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of six (6) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties, being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

E. S. WOOG.  
JOHN A. BECKWITH.

JAMES W. L. SLAVENS. [SEAL.]

H. W. SMITH.  
H. C. SLAVENS.

For directions for making out contracts, see p. 24, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, August 14, 1882.*

The within contract is hereby approved.

M. L. JOSLYN,  
*Acting Secretary.*

(5—080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 14th day of August, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and William P. Shields, of Las Cruces, New Mexico, party of the second part, for himself, his heirs, executors, administrators, and assigns witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the

United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross gross weight, less 20 per ct. for cows.
Five hundred thousand (500,000) pounds.	Mescalero Agency, New Mexico.	Three and $\frac{43}{100}$ dollars (\$3.43).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved; *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or caused to be purchased, beef cattle as he may elect, at the expense of the party of the second party.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceeding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto, that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian Agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form

with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties thereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto, that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of nine (9) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
Commissioner of Indian Affairs.

Witness:

E. S. WOOD.  
JOHN A. BECKWITH.

WILLIAM P. SHIELDS. [SEAL.]

R. W. SMITH.  
HORACE F. STEPHENSON.

For directions for making out contracts, see p. 24, *ante*.

DEPARTMENT OF THE INTERIOR,  
Washington, August 21st, 1882.

The within contract is hereby approved.

M. L. JOSLYN,  
Acting Secretary.

*Proposals for beef cattle for the Round Valley Indian Reservation for the year ending July 1, 1883.*

Scaled proposals (endorsed proposals for beef cattle), directed to the undersigned, will be received until 11 o'clock a. m. of Friday, the 11th of August, 1882, for the delivery of 100,000 pounds of beef cattle at the Round Valley Agency, Mendocino County, California, subject to the following specifications:

The cattle to be steers and cows (no bulls or stags); to be not over nine (9) years' old; to average not less than eight (8) hundred pounds at each delivery; no animal to weigh less than seven (700) hundred pounds gross; and no animal will be received that will net less than fifty (50) per centum of its gross weight. The price must be figured gross, but for all cows delivered under a contract a discount of twenty (20) per centum

will be deducted from the contract price. Deliveries to be made to the undersigned or his successor as soon as practicable after notice of the approval of the contract by the honorable the Secretary of the Interior, and before July 1, 1883.

All bids must be accompanied by a certified check upon some solvent bank, payable to the order of the undersigned Indian agent, for at least five (5) per cent. of the amount of the proposal, which check shall be forfeited to the United States in case any bidder receiving an award shall fail to promptly execute a contract with good and sufficient sureties, according to the terms of his bid; otherwise to be returned to the bidder, thereby protecting the Government against defalcation by bidders.

The right to reject any or all bids is hereby reserved.

Address:

H. B. SHELDON,  
*United States Indian Agent, Covelo, Mendocino County, Cal.*

(—080.)

### CONTRACT FOR BEEF.

This agreement, made and entered into this fourteenth day of September, one thousand eight hundred and eighty-two, by and between Henry B. Sheldon, U. S. Indian agent, Round Valley, Mendocino County, California, for and on behalf of the United States of America, party of the first part, and George E. White, of Covelo, Mendocino County, State of California, party of the second part, for his heirs, executors, administrators, and assigns, witnesseth:

That said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for his heirs, executors, and administrators, hereby covenants and agrees with said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Fifty-seven thousand six hundred (57,600) pounds gross weight.	Round Valley Indian Agency, Mendocino County, California.	Four and twenty-five one hundredths dollars (\$4.25).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent., in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle, as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers

and cows (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five (5) days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred (800) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds gross, or being in such condition as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1), for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose condition as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person, to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of three (\$3,000) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of, or Delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States :

HENRY B. SHELDON, [SEAL.]  
*U. S. Indian Agent.*

Witness:

WHITCOMB HENLEY.  
W. E. READ.

GEORGE E. WHITE. [SEAL.]

WHITCOMB HENLEY.  
W. E. READ.

READ AND FOLLOW DIRECTIONS FOR MAKING OUT CONTRACTS.

Contracts must be executed in quadruplicate.

Contracts executed by firms must be signed by *each* member of the firm. The ordinary firm signature is not sufficient. The "party of the second part," in the body of the contract, should be indicated thus: "John Smith, James Brown, and Wm. Jones, partners in business under the firm-name of Smith, Brown and Co."

Contracts executed by the president, secretary, or other officer of an incorporated company must be accompanied by a certificate of the board of directors or executive committee thereof, under seal, that the officer so signing was duly authorized to make contract for and on behalf of the company, and that the act of such officer in executing the contract is binding upon the company represented by him. The manner of affixing the signature must be as follows: "The Moline Wagon Co., by John Doe, vice-president."

The Christian names of *all* parties appearing herein must be written and signed in full, and the signature of each contracting party witnessed by at least two persons. The signature of a witness should be written opposite to the signature witnessed.

An impression or seal of some adhesive substance must be affixed to the signature of each principal.

Contracts signed by an agent of a firm, or by one member for another, or by an attorney, are not valid unless the same be accompanied by a duly executed power of attorney from the party or parties for whom such agent, member, or attorney shall sign (of date even with or prior—except in the case of a general power of attorney—to the date of the instrument), which power of attorney must set forth specifically the particular purpose for which it was given by describing in full the names of the contracting parties, and the date and object of the contract.

The post-office address of contracting parties and witnesses must be given.

Quantities should be stated in words as well as figures.

Point and time of delivery must be distinctly stated.

All dates must be carefully supplied.

The advertisement under which award is made must form part of *and be attached to* each contract.

Erasures, interlineations, or other irregularities must be explained over the signatures and seals of the parties to this instrument.

Any contract not made in conformity with the above instructions will be rejected, and a corrected one required before any deliveries of supplies will be permitted thereunder.

When *Indian agents use this form* of blank, the number of copies indicated in the "brief" will be made and disposed of as there directed. Bonds with those for the Indian Office and the "Returns Office" only are required.

Bonds must be executed before the clerk of a court of record; or if before other officer, his authority attested by the certificate of such clerk of court.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, Sept. 26th, 1882.*

Approved,

H. PRICE,  
*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, Sept. 27, 1882.*

The within contract is approved.

H. M. TELLER,  
*Secretary.*



PROPOSALS FOR BEEF.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, December 28, 1882.

Sealed proposals, indorsed "Proposals for beef," and directed to the Commissioner of Indian Affairs, care of postmaster, Kansas City, Mo., will be received until 11 o'clock a. m., on Thursday, February 1, 1883, for furnishing for the Indian service 2,320,000 pounds of beef on the hoof.

Bids must be made out on Government blanks.

Schedules showing the quantities to be delivered at each agency, together with blank proposals and form of contracts and bond, conditions to be observed by bidders, time and place of delivery, and all other necessary instructions, will be furnished upon application to the Indian Office at Washington, D. C., or Nos. 65 and 67 Wooster street, New York; W. H. Lyon, 483 Broadway, New York, and to the commissaries of subsistence, U. S. A., at Saint Louis, Chicago, Saint Paul, Leavenworth, Omaha, Cheyenne, and Yankton, and the postmasters at Sioux City and Kansas City.

Bids will be opened at the hour and day above stated, and bidders are invited to be present at the opening.

CERTIFIED CHECKS.

All bids must be accompanied by certified checks upon some United States depository for at least five per cent. of the amount of the proposal.

H. PRICE,  
Commissioner.

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 12th day of February, one thousand eight hundred and eighty-three, by and between H. Price, Commissioper of Indian Affairs, for and on behalf of the United States of America, party of the first part, and William C. Oburn, of Kansas City, Mo., party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
One million two hundred and fifty thousand lbs. (1,250,000). Five hundred and seventy thousand (570,000) pounds.	Cheyenne & Arapahoe Agency, } Ind. Territory. Kiowa, Comanche & Wichita } Agency, Ind. T.	\$4.17—four dollars and seven- teen cents.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have

been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto, that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6 shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of forty (40) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the

United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

E. SEWARD.  
 JOHN A. BECKWITH.

WILLIAM C. OBURN. [SEAL.]

ALEXANDER FRASER.  
 WALTER G. COLMAN.

(For directions for making out contracts, see p. 48, *ante*.)

DEPARTMENT OF THE INTERIOR,  
*Washington, Feb'y 27, 1883.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

(5-080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this seventh day of March, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and John L. Fyffe, of 193 South Water st., Chicago, Illinois, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Five hundred thousand (500,000) pounds.	Standing Rock Agency, D. T. ....	Four dollars and eighty cents (\$4.80).

Deliveries to commence April 20th, 1883, and to be made as required by the party of the first part.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the

cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five (5) days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1), for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirement of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of twelve (12) thousand dollars, duly executed, with two or more

good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States :

H. PRICE, [SEAL.]  
*Commissioner.*

Witness:

E. S. WOOG,  
JOHN A. BECKWITH.

JOHN L. FYFFE. [SEAL.]

OSWALD F. WOLFE,  
*Chicago, Ills.*

ALBERT HEATH,  
*Chicago, Ills.*

For directions for making out contracts, see page 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, March 10th, 1883.*

Approved.

H. M. TELLER,  
*Secretary.*

TRANSPORTATION.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, March 15, 1883.*

Sealed proposals, indorsed "Proposals for Beef" (bids for beef must be submitted in separate envelopes), bacon, flour, clothing, or transportation, &c. (as the case may be), and directed to the Commissioner of Indian Affairs, Nos. 65 and 67 Wooster street, New York, will be received until 1 p. m. of Tuesday, April 24, 1883, for furnishing for the Indian service about 550,000 pounds bacon, 40,000,000 pounds beef on the hoof, 133,000 pounds beans, 45,000 pounds baking powder, 220,000 pounds corn, 370,000 pounds coffee, 6,500,000 pounds flour, 60,000 pounds feed, 170,800 pounds hard bread, 33,000 pounds hominy, 18,000 pounds lard, 1,200 barrels mess pork, 83,000 pounds rice, 6,600 pounds tea, 15,000 pounds tobacco, 170,000 pounds salt, 150,000 pounds soap, 6,000 pounds soda, 735,000 pounds sugar, and 100,000 pounds wheat.

Also, blankets, woolen, and cotton goods (consisting in part of ticking, 33,000 yards; standard calico, 300,000 yards; drilling, 20,000 yards; duck, free from all sizing, 80,000 yards; denims, 17,000 yards; gingham, 50,000 yards; Kentucky jeans, 28,000 yards; cheviot, 5,200 yards; brown sheeting, 200,000 yards; bleached sheeting, 20,000 yards; hickory shirting, 10,000 yards; calico shirting, 6,000 yards; winsey, 3,000 yards); clothing, groceries, notions, hardware, medical supplies, school books, &c., and a long list of miscellaneous articles, such as harness, plows, rakes, forks, &c., and for about 475 wagons required for the service in Arizona, Colorado, Dakota, Idaho, Indian Territory, Minnesota, Montana, Nebraska, Nevada, and Wisconsin, to be delivered at Chicago, Kansas City, and Sioux City. Also, for such wagons as may be required, adapted to the climate of the Pacific coast, with California brakes, delivered at San Francisco.

Also, transportation for such of the articles, goods, and supplies that may not be contracted for to be delivered at the agencies.

Bids must be made out on Government blanks.

Schedule showing the kinds and quantities of subsistence supplies required for each agency, and the kinds and quantities, in gross, of all other goods and articles, together with blank proposals, conditions to be observed by bidders, time and place of delivery, terms of contract and payment, transportation routes, and all other necessary instructions will be furnished upon application to the Indian Office in Washington, or Nos. 65 and 67 Wooster street, New York; William H. Lyon, No. 483 Broadway, New York; the commissaries of subsistence, United States Army, at Cheyenne, Chicago, Leavenworth, Omaha, Saint Louis, Saint Paul, San Francisco, and Yankton; the postmaster at Sioux City, and to the postmasters at the following named places in Kansas: Arkansas City, Burlington, Caldwell, Dodge City, Emporia, Eureka, Great Bend, Howard, Hutchinson, Larned, McPherson, Marion, Medicine Lodge, Newton, Osage City, Sedan, Sterling, Topeka, Wellington, Wichita, and Winfield.

Bids will be opened at the hour and day above stated, and bidders are invited to be present at the opening.

CERTIFIED CHECKS.

All bids must be accompanied by certified checks upon some United States depository for at least *five* per cent. of the amount of the proposal.

H. PRICE,  
*Commissioner.*

## SCHEDULE OF SUPPLIES REQUIRED FOR THE INDIAN SERVICE.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, March 15, 1883.

Sealed proposals, indorsed "Proposals for bacon, beef, &c." (as the case may be), and directed to the Commissioner of Indian Affairs, Nos. 65 and 67 Wooster street, New York, will be received until 1 p. m. of Tuesday, April 24, 1883, for furnishing the following supplies for the Indian service:

Agencies.	States or Territories.	Bacon.	Beans.	Beef.	Coffee.	Corn.	Corn meal.	Feed.	Flour.	Hard bread.	Hominy.
		<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Blackfeet .....	Montana	8,000	1,000	200,000	5,000				150,000		1,000
Crow .....	do	25,000	4,000	700,000					160,000		4,000
Flathead .....	do	2,000			700						
Fort Peck .....	do	20,000		300,000	10,000	20,000			400,000	5,000	3,000
Fort Belknap .....	do	7,000		200,000	5,000	5,000			100,000	7,000	
Shoshone, Northern Arapahoes .....	Wyoming	13,000		500,000	8,000				81,000		
Shoshones .....	do	12,000		400,000	6,000				70,000		
Southern Ute .....	Colorado			100,000	2,000				75,000		
Ouray .....	Utah	2,000		180,000	3,000				75,000		
Uintah Valley, Uintahs .....	do			75,000	2,000				30,000		
White River Utes .....	do		1,500	75,000	2,000				40,000		
Fort Hall .....	Idaho		500	280,000	6,000				100,000		
Lemhi .....	do	2,000	500	150,000	1,200				60,000		500
Nevada, Agency .....	Nevada	4,000	6,000	*8,000	900				30,000	1,000	
School .....	do	1,600		*12,000	400		4,000		8,000		
Western Shoshone .....	do	2,500	2,000	*30,000	1,500		1,000				1,000
Cheyenne River .....	Dakota		20,000	2,300,000	30,000	57,000	2,000		300,000	5,000	500
Crow Creek .....	do	10,000	5,500	750,000	10,000	30,000		5,000	80,000	10,000	3,000
Devil's Lake, Agency .....	do				2,000				50,000		
School .....	do		1,300	*30,000	1,300				39,000		
Fort Berthold .....	do	20,000		200,000	7,000				150,000	2,200	
Lower Brulé .....	do	25,000	7,000	1,250,000	17,500	40,000		10,000	200,000	30,000	7,000
Pine Ridge .....	do	200,000	8,000	6,500,000	50,000				750,000	20,000	
Rosebud .....	do	100,000	15,000	6,500,000	65,000				400,000	40,000	
Sisseton, School .....	do	1,500	50,000	50,000	2,000						1,000
Standing Rock .....	do	60,000	2,500	3,000,000	40,000		1,500		400,000	50,000	1,400
Yankton, Agency .....	do			700,000	15,000				50,000		
School .....	do		800	30,000	1,000				30,000	100	500
Indian Training School .....	Pennsylvania			*125,000	2,500						4,400
Green Bay, Menomonees .....	Wisconsin								10,000		1,000
Police .....	do	500	200		200				3,000		
School .....	do				300				10,000		300

SCHEDULE OF SUPPLIES—Continued.

Agencies.	States or Territories.	Bacon.	Beans.	Beef.	Coffee.	Corn.	Corn meal.	Feed.	Flour.	Hard bread.	Hominy.
		Pounds.	Pounds.	Pounds.	Poun ds.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.
La Pointe, Chippewas, Lake Superior	Wisconsin							16,000	50,000		
Boisé Fortes	do							4,000	22,500		
White Earth, Chippewas, Red Lake, Annuity	Minnesota								10,000		100
Chippewas, Red Lake, School	do		200	*3,000	90				9,000		
Chippewas, White Earth, Agency	do								5,000		
Chippewas, White Earth, School	do		300	*5,000	200				14,000		
Otter Tail Pillagers	do								3,000		
Pembinas	do								5,000		
Pillagers, Leech Lake, Police	do	3,200							7,200		
Pillagers, Leech Lake, School	do		200	*1,000	100			12,000	8,000		
Pillagers, Leech Lake, Utility	do							12,000	10,000		
Cheyenne and Arapahoe, Agency	Indian Territory			6,500,000					700,000		
School	do	2,000	5,000		3,200						
Kiowa, Comanche, and Wichita (Apaches, &c.)	do			4,200,000					400,000		
Kiowa, Comanche, and Wichita (Apaches, &c.), School	do		3,000		1,300						
Wichita, School	do		2,000		1,000						
Oakland	do	6,000		200,000	4,300				50,000		
Osage	do		4,000	100,000							
Kaw, School	do			40,000	600				20,000		
Otoe, Annuity	do			100,000	3,000				50,000		
School	do	3,000		10,000	600		1,000		15,000		
Pawnee, School	do	3,000	1,000	45,000	1,200				25,000		
Ponca, Agency	do	10,000		300,000	5,000				60,000		
Quapaw, Apprentices	do		35	6,570	40			250	500		
Modocs	do				1,460				18,250		
Quapaws	do					20,000					
Quapaw, School	do		1,100	*21,375	650		3,000		21,180		
Senecas, &c., School	do		1,000	*28,500	540		5,000		27,250		
Sac and Fox, Ab. Shawnees, School	do			*20,000	600				15,000		500
Mexican Kickapoos	do			50,000					35,000		
Sac and Fox of Miss., School	do			*5,000	500				10,000		400
Pottawatomie, Kickapoo, School	Kansas	1,500	500	*2,400	350				9,000		200
Pottawatomie, School	do	1,500	500	*2,400	350				10,000		200
Colorado River	Arizona	1,500	1,000	100,000	780				40,000		
Pima Agency	do							18,000			
Apprentices	do		730	*365	73				730		
School	do	3,500	1,500	*18,250	850		2,000		27,000		1,500
San Carlos	do		25,000	3,000,000	30,000				750,000		
Jicarilla	do		4,000	300,000	5,000				125,000		
Mescalero	New Mexico		2,000	400,000	3,000	15,000			120,000		



Navajo, Agency .....	do .....			*2,000	800			1,000			500
School .....	do .....	1,500	1,000	*20,000	800		8,000		16,000		500
Great Nemaha, Iowas .....	Nebraska .....		150		150						
Sac and Fox of Mo., School .....	do .....		75		50						
Santee, Santees .....	do .....			60,000		30,000				500	
Santee School .....	do .....		1,500	120,000	2,000						
Omaha and Winnebago, Omahas .....	do .....			*12,000	300						
Winnebagoes .....	do .....			*12,000							
Total .....		554,373	133,090	40,309,860	366,383	217,000	27,750	57,000	6,549,610	170,800	32,500

\* Beef for these agencies to be *net*, and to be delivered at such times and in such quantities as may be required by the respective agents in charge. † Bran.

SCHEDULE OF SUPPLIES—Continued.

Agencies.	States or Territories.	Lard.	Mess pork.	Oatmeal.	Oats.	Rice.	Salt.	Sugar.	Tea.	Tobacco.	Wheat.
		Pounds.	Barrels.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.	Pounds.
Blackfeet	Montana			300	10,000	2,500		9,000	200		
Crow	do					5,000		20,000			
Flathead	do			500	20,000	500	1,500	2,550	200		20,000
Fort Peck	do	4,000	25			4,000		20,000	200		
Fort Belknap	do	1,000	5		10,000			9,000			
Shoshones, Northern Arapaho	Wyoming					3,000		12,000			
Shoshones	do					3,000		10,000			
Southern Ute	Colorado				20,800		3,000	3,500			
Ouray	Utah	100					5,000	5,500			
Uintah Valley, Uintahs	do				10,000	150		3,500			
White River Utes	do				10,000		2,000	4,000			
Fort Hall	Idaho			250		500		2,500		20	
Lemhi	do			200		1,000		3,000		156	
Nevada, Agency	Nevada				2,000			400		50	
School	do					1,000		500		40	
Western Shoshone	do		4	200		2,000		1,200		100	
Cheyenne River	Dakota	100	300	500	65,600	8,500	7,000	52,500	200	3,000	
Crow Creek	do	200	50	600	10,000	1,000	7,600	17,500	40	800	
Devil's Lake, Agency	do		160				2,800	4,000	1,000		
School	do		26	1,000		1,300	1,300	2,880	130		
Fort Berthold	do	1,000	20			600	4,000	12,000	300		
Lower Brulé	do	200	50			1,000	3,000	30,000		2,000	
Pine Ridge	do			600		10,000		80,000			
Rosebud	do					20,000		160,000		5,000	
Sisseton, School	do	200	60		30,000	1,800	1,400	5,000	50		
Standing Rock	do	400	150				20,000	75,000		3,000	
Yankton, Agency	do		100				10,000	20,000			
School	do	100	10			1,200	1,200	2,000			
Indian Training School	Pennsylvania			2,000		4,000	4,500	10,000	700		
Green Bay, Menomonees	Wisconsin							400			
Police	do		20					800			
School	do		10				500				
La Pointe, Chippewas, Lake Superior	do		90		8,000		3,360		400		
Boisé Fortes	do		70				840		450	500	
White Earth, Chippewas, Red Lake, annuity	Minnesota		13					500	150		
Chippewas, Red Lake, School	do	100	8	200		200	450	700	100		
Chippewas, White Earth, Agency	do		10				600	600	300		
Chippewas, White Earth, School	do	75	8			300	300	500	60		
Otter Tail Pillagers	do		4							100	
Pembinas	do		10				600	500	100	100	
Pillagers, Leech Lake, Police	do							800		200	
Pillagers, Leech Lake, School	do			100		100	300	600	50		
Pillagers, Leech Lake, Utility	do	20	8					300	100		

Cheyenne and Arapahoe, Agency	Indian Territory					10,000					
School	do	2,000					6,000	200			
Kiowa, Comanche, and Wichita (Apaches, &c.)	do										
Kiowa, Comanche, and Wichita (Apaches, &c.), School	do	3,000				2,000	3,000	130			
Wichita, School	do	2,000				1,000	2,200	100			
Oakland	do						6,800				
Osage	do	500					4,000			60,000	
Kaw, School	do						2,000				
Otoe, Annuity	do						5,200				
School	do			100			1,200	50			
Pawnee, School	do	500	5				3,000	50			
Ponca, Agency	do						9,000				
Quapaw, Apprentices	do		1				40	100			
Modocs	do						840	2,920			
Quapaws	do				20,000		560				
Quapaw, School	do		6			250	1,680	1,690	60		
Senecas, &c., School	do		8			250	2,240	2,260	60		
Sac and Fox, Ab. Shawnees, School	do	100				400	3,000	1,200			
Mexican Kickapoo	do						4,000	5,000			
Sac and Fox of Miss., School	do	200				400	1,000	1,000			
Pottawatomie, Kickapoo, School	Kansas					100	1,000	1,000	20		
Pottawatomie, School	do					100	1,000	1,200	30		
Colorado River	Arizona						3,000	1,660	80		
Pima, Agency	do										
Apprentices	do						37	130			
School	do	300	1			2,000	1,000	2,000	100		
San Carlos	do						30,000	55,000			
Jicarilla	New Mexico					4,000	3,000	9,000			
Mescalero	do	500				1,000	5,000	5,500	100		
Navajo, Agency	do							1,500	50		
School	do	500	5			1,000	1,300	2,000	80		
Great Nemaha, Iowas	Nebraska						75	560	300		
Sac and Fox of Mo., School	do						25	280	150		
Santee, Santees	do				10,000						
Santee, School	do	1,000	30		4,000	1,500	2,000	3,500	100		
Omaha and Winnebago, Omahas	do						1,400	500			
Winnebagoes	do								50		
Total		18,095	1,278	6,550	231,400	83,750	168,287	734,340	6,556	14,500	80,000

Also, for Barley, 30,000 pounds for Nevada Agency; 3,000 pounds for Western Shoshone Agency; 5,000 pounds for Colorado River Agency; 29,660 pounds for Pima Agency; and 50,000 pounds for San Carlos Agency.

Also, for beef on the hoof: 400,000 pounds for Cheyenne River Agency, to be delivered not later than May 10 next, for the fiscal year ending June 30, 1883.

*As the following instructions, so far as applicable, must be made a part of the proposal and any contract executed hereunder, the particular attention of bidders is invited thereto.*

The bids will be opened at 65 and 67 Wooster street, New York City, in the presence of the Board of Indian Commissioners, a committee to be designated by the Secretary of the Interior, and any bidders who may attend, and read publicly, beginning at the hour before named. Bidders are invited to be present.

Each bid must give the names of all parties interested in or parties to it, and *must* have a copy of this advertisement attached.

Bidders must designate their places of business and post-office address. Those residing out of New York should furnish their address while in that city, if present there. If to be represented by an agent, his name and address should be given.

No bids will be considered from persons who have in any respect defaulted in any bid heretofore made. Any or all bids, or any part of any bid, will be rejected if deemed for the best interests of the Government.

Each bid *must* be accompanied by a certified check or draft upon some United States depository, payable to the order of the Commissioner of Indian Affairs, which check or draft shall be not less than five per cent. on the amount of supplies proposed to be furnished, and shall be forfeited to the United States in case any bidder receiving an award shall fail to execute promptly a contract, with good and sufficient sureties, according to the terms of his bid; otherwise to be returned to the bidder.

*Bids not accompanied by a certified check or draft will not be considered.*

Bidders are required to furnish samples of the articles bid for (except beef, corn, feed, lard, mess pork, oats, salt, and wheat), and in all cases where samples are required they must be delivered in Nos. 65 and 67 Wooster street, New York City, at or before the time specified for opening bids. No samples will be opened until after all the bids shall have been publicly read.

As soon as practicable after the reading of the bids the samples offered will be examined and passed upon by some competent person or persons to be appointed by the Commissioner of Indian Affairs.

Parties receiving awards will at once enter into contract.

In executing contracts the right will be reserved to increase or diminish the quantity of any article embraced in the foregoing schedule, and the further right to increase or diminish the amount specified in any contract to an extent not exceeding twenty-five per centum.

A joint and several bond, in the full amount of the contract, duly executed, with two or more sureties, and conditioned for the faithful performance of the contract in all its particulars, must accompany the same. The sufficiency of the sureties must be evidenced by their affidavit as to the value of their property.

*Delay and difficulty having heretofore been experienced in the proper execution of contracts and bonds in consequence of the absence of one or more members of firms, it is desirable that one member only of a firm sign the bid and propose to enter into contract—thus avoiding the necessity of producing powers of attorney authorizing one member to sign for absent members, as is required by law.*

All articles furnished under contract must be delivered at the places designated for their reception, strongly packed and marked according to directions for shipment, without any charge therefor, or for cases, baling, or sacks, and will be subject to inspection; and any articles that may in any respect fail to conform to the samples upon which the award was made will be rejected, and the contractor held to furnish others of the required quality within *five* days; or, failing in that, they will be purchased at his expense.

The beef must be delivered at the agency as required.

Bids for barley, corn, feed, flour, hay, oats, salt, and wheat may be made for delivery at the several agencies, excepting those hereinafter named, which must be at the points designated, viz: Devil's Lake, at Bartlett or Carrington, Dakota; Pine Ridge and Rosebud, at Sioux City, Yankton, or Thatcher; Sisseton, at Sisseton Agency Station, Dakota Territory; La Pointe (Chippewas of Lake Superior), at Ashland, Wisconsin; and Boisé Fortes, at Duluth or Vermillion Lake, Minn.; Kiowa, Comanche, and Wichita, at Arkansas City, Caldwell, or Henrietta; Cheyenne and Arapahoe, Kaw, Oakland, Osage, Otoe, Pawnee, and Ponca, at Arkansas City or Caldwell; Quappaw, at Seneca; Sac and Fox, at Muscogee; White Earth and Red Lake, at Detroit; Leech Lake, at Gull River; Uintah, at Park City; Shoshone, at Rawlins; and Indian Training School, at Carlisle, Pa.; and for other articles at New York, Philadelphia, Baltimore, St. Louis, Chicago, St. Paul, Sioux City, Yankton, Omaha, Kansas City—to be specified in the bid—subject to inspection at such point as may be designated by the Commissioner of Indian Affairs. Twenty-five per centum to be delivered within thirty days, and the balance as required.

*Bids for beef must be submitted on separate blanks and inclosed in envelopes indorsed "Proposals for beef."*

The contract for beef will be for good merchantable, and all offered under any contract will be subject to rigid inspection. The cattle to be furnished on the hoof must

be steers and cows (no bulls or stags) not over seven years of age, and must average not less than 850 pounds, gross, at each delivery from May 1st to December 1st; and not less than 800 pounds, gross, from December 1st to May 1st; no animal to weigh less than 700 pounds, and no animal shall be received that will net less than 50 per centum of its gross weight from May 1st to December 1st, or less than 45 per centum from December 1st to May 1st, excepting in the Territories of Arizona (cattle for Arizona to be natives of that Territory or adjacent thereto) and New Mexico, and the Indian Territory, where the average from May 1st to December 1st must be not less than 750 pounds, gross, at each delivery; and from December 1st to May 1st not less than 700 pounds, gross; no animal to weigh less than 650 pounds, or net less than 45 per centum of its gross weight. The price must be figured gross, but for all cows delivered under any contract a discount of twenty (20) per centum from the proposed price will be made. Deliveries of beef at Rosebud may not be required until about August 1st next, of which due notice will be given contractors. *It will be required that bids for beef for all northern agencies shall specify whether the cattle were wintered north or south of the south line of Kansas.*

The bacon must be what is known to the trade as "short clear sides," wintered, sound, sweet, and merchantable, and put up in "gunnies."

The beans and hominy must be of good merchantable quality, sound and clean, and put up in double bags, the inner bag to be of good substantial burlap, the outer one a gunny, ready for shipment. Samples of not less than eight quarts in either case must be furnished.

The corn must be full whole grain, sound, sweet, and clean; to weigh not less than 56 pounds to the bushel, and to be delivered in "gunnies," well sewed.

The coffee must be sound and clean, of good quality, and must be delivered in strong double sacks—no charge for sacks—subject to the customary trade tare.

The feed must be of clear corn and oats, fresh ground, of good sound grain.

The flour must be what is known as "straight, full stock," of good sound wheat grown in the section of country contiguous to the places of delivery—60 pounds of wheat to be ground down to 42 pounds of flour—and delivered in extra-strong single sacks of quality known as "Osnaburghs," to weigh 8 ounces to the yard; contractors will be required to plainly stamp their names on each sack. Samples of not less than twenty-five pounds must be furnished by bidders, said samples to be distinctly marked with the name of the bidder, and numbered, if more than one sample is submitted.

The hard bread must be the best quality used by the Army, and must be furnished in strong boxes of 50 pounds each, ready for shipment.

The lard must be "prime steam," in tin cans of five and ten pounds net each, to be delivered packed in strong boxes, not to exceed 100 pounds in any one box.

The mess pork must be well preserved, sound and sweet, in good barrels with sound heads and well hooped.

Oats to be bright and clean, well sacked, and to weigh not less than 32 pounds to the bushel.

Rice to be of good quality, and delivered in double bags, the inner bag to be of good, substantial burlap, the outer one a gunny. *Rice in barrels or tierces will not be received.*

The tea must be Oolong, superior to fine trade classification.

The tobacco must be Navy plug, light color, made of uniform leaf (either Southern or Western), and sweetened with liquorice and crushed sugar (both of the best quality) only enough for preservation, and packed in boxes made of kiln-dried sycamore wood, one inch thick, free from imperfections. Tare to be ascertained in the customary manner.

Salt must be of good quality, packed in strong barrels well coopered.

The sugar must be of medium quality, granulated, or coffee "A" standard; the granulated to be delivered in double bags of about 150 pounds capacity, the inner bag to be of good, heavy muslin, the outer one a new gunny, in perfect order for shipment; and the coffee "A" to be delivered in ordinary sized barrels, tight, extra hooped, and full-head lined.

The wheat must be No. 1 "spring" or "winter," sound, sweet, and clean, and weigh not less than 60 pounds to the bushel, put up in strong single sacks, not exceeding  $2\frac{1}{2}$  bushels per sack.

H. PRICE,  
Commissioner.

(5—080.)

#### CONTRACT FOR BEEF.

This agreement, made and entered into this thirtieth day of April, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and

Henry B. Wynn and Albert W. Lavender, of Yankton, Dakota Ty., party of the second part, for themselves, their heirs, and assigns, witnesseth :

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows :

ARTICLE 1. That the said party of the second part, for themselves, their heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows :

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Four hundred thousand (400,000) pounds.	Cheyenne River Agency, Dakota Territory.	Six and $\frac{37}{100}$ dollars (\$6.37.)

To be delivered as required after May 10, 1883.

Payment for above to be made from funds appropriated for fiscal year of 1883.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article five (5) of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of their ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags) not over seven (7) years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five (5) days' notice by said Indian agent to the said party of the second part, or their authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such condition as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article six (6) hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article five (5), but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article one (1), for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed

upon in the preceding article. And if the respective Indian agents are compelled by the necessities of that service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article five (5) of this contract—renders them inferior to the requirements of said article five (5), then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article one (1) of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article six (6), shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five (5) days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five (5) days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and their sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of thirteen thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

JOS. B. COX.  
H. H. SPRAGUE.

WILLIAM H. EDMONDS, *Yankton, Dakota.* HENRY B. WYNN. [SEAL.]

E. E. HUDSON, *Yankton, Dakota.* ALBERT W. LAVENDER. [SEAL.]

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 5th, 1883.*

The within contract is approved.

H. M. TELLER,  
*Secretary.*

## CONTRACT FOR BEEF.

This agreement, made and entered into this 28th day of April, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Thomas C. Power, of Chicago, Illinois, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Three hundred thousand (300,000) pounds.	Fort Peck Agency, Montana. ....	Five and $\frac{4}{100}$ dolls. (\$5.42).
One hundred and eighty thousand (180,000) pounds.	Fort Belknap Agency .....	Five and $\frac{6}{100}$ dolls. (\$5.60).

Delivery at Fort Peck Agency to be as required, on due notice being given, up to October 15, 1883, then balance to be delivered at one time.

Delivery at Fort Belknap Agency to be as required.

All cattle wintered north of south line of Kansas.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1 to December 1 shall not be less than eight hundred and fifty (850) pounds per head, and from December 1 to May 1 not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1 to December 1, or less than *forty-five* per centum in such beef from December 1 to May 1, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.



ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of fifteen (15) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all right of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of, or delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States :

H. PRICE, [SEAL.]  
Commissioner of Indian Affairs.

Witnesses :  
JOHN A. BECKWITH.  
H. H. SPRAGUE.

THOMAS C. POWER. [SEAL.]

CHAS. H. DICKSON.  
JOHN A. BECKWITH.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
Washington, May 9th, 1883.

The within contract is approved.

H. M. TELLER,  
Secretary.

## CONTRACT FOR BEEF.

This agreement, made and entered into this 27th day of April, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf the United States of America, party of the first part, and Albert G. Evans, of National Stock Yards, St. Clair County, Illinois, of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Three million (3,000,000) pounds...	Standing Rock Agency, D. T.....	Four and $\frac{97}{100}$ doll's, (\$4.07)
Two million three hundred thousand (2,300,000) pounds.	Cheyenne River Agency, D. T.....	Four and $\frac{106}{100}$ doll's, (\$4.09)

Deliveries as follows, viz: at Standing Rock Agency as required until Oct. 15, 1883, and at that time, balance of contract to be taken; and at Cheyenne River Agency in two deliveries, between July 14, and Oct. 15, 1883, as may be required. All Northern wintered cattle.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved; *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately, or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such condition as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the re-

requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid, to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of one hundred (100) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

H. H. SPRAGUE.  
JOHN A. BECKWITH.

ALBERT G. EVANS. [SEAL.]

M. P. BUEL.  
E. ROTHSCHILD.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 10th, 1883.*

The within contract is approved.

H. M. TELLER,  
*Secretary.*

## CONTRACT FOR BEEF.

This agreement, made and entered into this 27th day of April, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Ezekiel S. Newman, of National Stock Yards, St. Clair Co., Ill., party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Six million five hundred thousand (6,500,000) pounds.	Pine Ridge Agency, Dakota .....	Three and $\frac{7}{100}$ dolls. (\$3.79).

Delivery as required from July 1st to Oct. 15, 1883, and between latter date and Nov. 15, 1883, sufficient quantity to be received to last until June, 1884; balance as required. None but Kansas and Northern cattle. No "through Texas" cattle.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the re-

quirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of one hundred (100) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity with the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

H. H. SPRAGUE.  
JOHN H. BECKWITH.

EZEKIEL S. NEWMAN. [SEAL.]

E. ROTHSCHILD.  
M. P. BUEL.

For directions for making out contracts, see p. 48, *ante*.

DEPT. OF THE INTERIOR,  
*Washington, May 10th, 1883.*

The within contract is approved.

H. M. TELLER,  
*Secretary.*

(No. 1944 F. 5—063.)

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., May 12th, 1883.

SIR: I have to advise you of the conditional approval, by the proper authorities, of articles of agreement entered into as follows, viz:

By this office and yourself, dated 27th ultimo, for the delivery of beef cattle for the Indian service, and to inclose copy of contract for your information.

I call your attention to the approval of the Dept. in this case, and hereby notify you that to perfect this contract it will be necessary for you to address a letter to this office to the effect that all beef cattle offered under this contract will have been wintered north of the south line of Kansas, in accordance with the terms of the advertisement.

Very respectfully,

E. L. STEVENS,  
*Acting Commissioner.*

GEO. T. NEWMAN,  
*National Stock Yards, St. Clair County, Illinois.*

NATIONAL STOCK YARD, ILL.,  
May 14, 1883.

Hon'ble HIRAM PRICE,  
*Comm'r Ind'n Affairs, Washington, D. C.:*

SIR: Referring to your letter dated Washington, D. C., May 12, I will say, all of the cattle required of me for the completion of the contract dated April 27, 1883, shall not only be northern wintered, *but northern raised*. I intended and thought I had so stated in my bid. Please consider this letter as binding as if I had so stated in my bid and as if it had been embodied in my contract.

Very respectfully, your ob't serv't,

GEORGE T. NEWMAN.

Witness:  
CHAS. S. ALWARD.  
G. H. BRADFORD.

### CONTRACT FOR BEEF.

This agreement, made and entered into this 27th day of April, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and George T. Newman, of National Stock Yards, St. Clair County, Illinois, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
One hundred and eighty thousand (180,000) pounds.	Blackfeet Agency, Montana .....	Four & $\frac{60}{100}$ dollars (\$4.60).
Five hundred and fifty thousand (550,000) pounds.	Crow " " .....	Four & $\frac{19}{100}$ dollars (\$4.19).
Nine hundred thousand (900,000) pounds.	Shoshone Agency, Wyoming.....	Three & $\frac{99}{100}$ dollars (\$3.99).
Four hundred and thirty thousand (430,000) pounds.	Ft. Hall and Lemhi Agencies, Idaho..	Three & $\frac{79}{100}$ dollars (\$3.79).

Beef for Blackfeet and Crow agencies to be received at one delivery on or before October 15, 1883 and for all other agencies named above the beef is to be furnished as required until Oct. 15, 1883, when the balance under this contract is to be received at our delivery.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this con-

tract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of fifty (50) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, the Board of Indian Commissioners, and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their name, and affixed their seals the day and year first above written.

For and on behalf of the United States :

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

WM. R. SMITH,  
JOHN A. BECKWITH.

GEORGE T. NEWMAN. [SEAL.]

ROBT. D. HUNTER.  
ALBERT G. EVANS.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 11, 1883.*

The within contract is approved, on condition that the cattle were wintered north of the south line of Kansas.

H. M. TELLER,  
*Secretary.*

This agreement, made and entered to this 28th day of September, 1883, by and between E. L. Stevens, Acting Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Alexander Fraser, of Kansas City, Missouri, party of the second part, for himself, his heirs, executors, administrators, and assignees, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

That whereas, to wit, on the 3rd day of May, A. D. 1883, an agreement was made and entered into between the parties above named, by the terms and conditions of which the said party of the second part agreed to furnish and deliver to the authorized agent of the United States at the Rosebud Indian Agency, Dakota, six million five hundred thousand (6,500,000) pounds of beef cattle on the hoof, in the manner therein provided for and in consideration of the sum of three dollars and ninety-eight cents (3.98) per one hundred pounds, gross weight (less 20 per cent. for cows), to be paid to the party of the second part in the manner provided in the said agreement; and whereas by the tenth article of said agreement it was stipulated and agreed as follows:

"ARTICLE X. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part, but no such change, alteration, modification, or abrogation, shall entitle the party of the second part to increased rates of compensation over the rates herein specified."

It is therefore agreed between the parties aforesaid, by mutual consent, that said contract before mentioned be, and the same hereby is, modified so as to authorize and allow the said party of the second part to deliver at any time between the 25th of October and 10th of November next, and in addition to the five million pounds already



called for by this office, an amount which shall not exceed eight hundred thousand (800,000) pounds.

And it is hereby agreed between said parties that in consideration of the modification herein contained of the stipulations of the third article of said agreement, to the extent herein set forth, the said party of the second part, his heirs, executors, and administrators, shall be paid for the above-named eight hundred thousand (800,000) pounds or such proportion of said amount as shall be delivered by the said party of the second part, in addition to the five million (5,000,000) pounds called for, and which shall be delivered under the above-mentioned contract of May 3rd, 1883, twenty-five (25) cents per one hundred pounds gross less than the price fixed in the above-named original agreement, to be paid in the manner as therein provided, to wit, three dollars and seventy-three cents (\$3.73) per one hundred pounds gross weight.

It is also mutually understood and agreed that the terms and conditions of said agreement of May 3rd, 1883, are in no wise altered, changed, modified, or abridged, except to the extent herein mentioned, but remain in full force and effect.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

E. L. STEVENS, [SEAL.]  
*Acting Commissioner.*

Witnesses:

C. A. MAXWELL.  
C. H. DICKSON.

ALEXANDER FRASER. [SEAL.]

Witnesses:

DALTON S. PATTON.  
CORNELIUS C. QUINLAN.

DEPARTMENT OF THE INTERIOR,  
*October 3rd, 1883.*

The above modification of contract, dated May 3, 1883, with Alexander Fraser, for beef for Rosebud Agency, Dakota, is hereby approved.

H. M. TELLER,  
*Secretary.*

CONTRACT FOR BEEF.

This agreement, made and entered into this 3d day of May, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Alexander Fraser, of Kansas City, Missouri, of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Six million five hundred thousand (6,500,000) pounds.	Rosebud Agency, Dak. T'y .....	Three and $\frac{98}{100}$ dollars (\$3.98).

Deliveries as required up to Nov. 10, 1883; then one delivery for quantity required up to June 1, 1884; balance as required.  
Cattle wintered north of south line of Kansas.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase

or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto, that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be

bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of one hundred (100) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
Commissioner of Ind. Aff.

Witness:

WM. R. SMITH.  
JOHN A. BECKWITH.

ALEXANDER FRASER. [SEAL.]

WILLIAM C. O'BURN, *Kansas City, Mo.*  
CORNELIUS C. QUINLAN, *Kansas City, Mo.*

For directions for making out contracts, see p. 48, ante.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 11, 1883.*

The within contract is approved.

H. M. TELLER,  
*Secretary.*

(5—080)

CONTRACT FOR BEEF.

This agreement, made and entered into this 1st day of May, one thousand eight hundred and eighty-three, by and between E. L. Stevens, Acting Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Hampton B. Denman, of Washington City, District of Columbia, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the price stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Three million (3,000,000) pounds ...	San Carlos Agency .....	Three & 89½-100 dolls. (\$3.89½).
One hundred thousand (100,000) pounds.	Colorado River Agency .....	Five & 1⅓ dolls. (\$5.23).

One delivery at Colorado River Agency at any time from Aug. 1st to Oct. 1, 1883. At San Carlos Agency, beef delivered as required.

ARTICLE 2. That the party of the first part, however, reserve the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately, or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred & fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred & fifty (650) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in

the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of sixty (60) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

E. L. STEVENS, [SEAL.]  
*Act'g Commissioner of Indian Affairs.*

Witness:

H. H. SPRAGUE.  
JOHN A. BECKWITH.

HAMPTON B. DENMAN. [SEAL.]

JOHN A. BECKWITH.  
CHAS. H. DICKSON.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 14, 1883.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

CONTRACT FOR BEEF.

This agreement, made and entered into this 27th day of April, one thousand eight hundred and eighty-three, by and between E. L. Stevens, Acting Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and William R. Merriam, of St. Paul, Minnesota, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents, do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle on the hoof, in the quantities, and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
One million two hundred and fifty thousand (1,250,000) pounds. Two deliveries between July 1st and Oct. 15th, and all in 1883, cattle wintered north of State of Kansas.	Lower Brulé Agency, Dak. Ty...	Four and $\frac{1}{8}$ dolls. (\$4.14).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers, when required by the party of the first part, after the same shall have been properly approved. *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required

to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of twenty-five (25) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

E. L. STEVENS, [SEAL.]  
*Acting Commissioner.*

Witness:

H. H. SPRAGUE.  
JOHN A. BECKWITH.

WILLIAM R. MERRIAM. [SEAL.]

GEO. C. POWER.  
W. H. AMOS.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 14, 1883.*

Approved.

H. M. TELLER,  
*Secretary.*

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CONTRACT FOR BEEF.

This agreement, made and entered into this 1st day of May, one thousand eight hundred and eighty-three, by and between E. L. Stevens, Acting Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Hiram C. Slavens, of Kansas City, Missouri, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army

officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per cent. for cows.
Seven hundred and fifty thousand (750,000) pounds.	Crow Creek Agency, Dakota.....	Four and $\frac{17}{100}$ doll. (\$4.17).
Seven hundred and thirty thousand (730,000) pounds.	Yankton Agency and School.....	Four and $\frac{25}{100}$ doll. (\$4.25).
Delivery at Crow Creek at one time between July 1st and Oct. 1st, 1883, and at Yankton, at one time. Cattle wintered north of Kansas.		
Three hundred thousand (300,000) pounds.	Ourray Agency, Utah Ty.....	Four and $\frac{17}{100}$ doll. (\$4.17).
At two deliveries between July and November, 1883, and one in June, 1884.		
One hundred and fifty thousand (150,000) pounds.	Uintah Agency, Utah Ty.. for Uintahs and White River Utes.	Four and $\frac{20}{100}$ doll. (\$4.20).
In one delivery between July and November, 1883.		

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved; *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof, at the agencies aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 as inferior to the requirements of this article).

ARTICLE 6. That it is also further agreed by and between the parties hereto, that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed



upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of forty-five thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, the Board of Indian Commissioners, and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

E. L. STEVENS. [SEAL.]  
*Acting Commissioner of Ind. Aff.*

Witness:

H. H. SPRAGUE.  
JOHN A. BECKWITH.

HIRAM COLIN SLAVENS. [SEAL.]

L. C. SLAVENS.  
DAN'L H. CECIL.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 14, 1883.*

Approved

H. M. TELLER,  
*Secretary.*

## CONTRACT FOR BEEF.

This agreement, made and entered into this 1st day of May, one thousand eight hundred and eighty-three, by and between E. L. Stevens, Acting Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Zadoc Staab, of 132 Church st., New York City, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
One hundred thousand (100,000) pounds.	Southern Ute Agency, Colorado...	Three & $\frac{50}{100}$ dolls. (\$380).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation at the Office of Indian Affairs of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or, if weighed together, they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such condition as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per cen-

tum in the price agreed upon in article 1 for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—render them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part, and his sureties, shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of two (2) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

E. L. STEVENS, [SEAL.]  
*Acting Commissioner of Ind. Aff.*

Witness:

H. H. SPRAGUE,  
JOHN A. BECKWITH.

ZADOC STAAB. [SEAL.]

R. DANNHEIM,  
WM. HAYES.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 14, 1883.*

Approved.

H. M. TELLER,  
*Secretary.*

## CONTRACT FOR BEEF.

This agreement, made and entered into this 1st day of May, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and William E. Hughes, of St. Louis, Missouri, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cowa.
Two hundred thousand (200,000) pounds.	Fort Berthold Agency, Dakota Territory.	Four and $\frac{2}{100}$ dolls. (\$4.30).

One delivery between July 1st and Oct. 15, 1883.

Cattle to have been wintered north of the south line of Kansas.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation at the Office of Indian Affairs of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such condition as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with

quirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1 for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that before the United States shall be bound by this contract the party of the second part shall furnish a joint and several bond, in the sum of five (5) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

JOHN A. BECKWITH.  
WM. R. SMITH.

WILLIAM E. HUGHES, [SEAL.]  
*Room 9, Equitable Building, cor. 6th and Locust sts.*

A. D. GREENE.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 22, 1883.*

Approved.

M. L. JOSLYN,  
*Acting Secretary.*

## CONTRACT FOR BEEF.

This agreement, made and entered into this 28th day of April, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Marcus Johnson, of Atwater, Minnesota, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Fifty thousand (50,000) pounds.....	Sisseton Agency School, Dakota Territory.	Four & $\frac{5}{100}$ dolls. (\$4.90).

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent, in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved. *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or, if weighed together, they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such condition as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in

the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander: the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of the said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his surties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of one (1) thousand dollars, duly executed, with two or more good and sufficient surties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of Section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, the Board of Indian Commissioners, and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

JOHN A. BECKWITH.  
EUGENE GOODWIN.

MARCUS JOHNSON. [SEAL.]

C. E. SOUTHMAYD, *first witness*,  
A. D. STEPHANS, *second witness*,  
ELLA M. HAYDEN.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 29, 1883.*

Approved.

H. M. TELLER,  
*Secretary.*

(5—080.)

CONTRACT FOR BEEF.

This agreement, made and entered into this 14th day of May, one thousand eight hundred and eighty-three, by and between E. L. Stevens, Acting Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Henry J. Cuniffe, of Las Cruces, New Mexico, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth :

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows :

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows :

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Seven hundred thousand (700,000) pounds.	Beef .....	\$3 43

To be delivered at Mescalero Agency at such times and in such quantities as required by the party of the first part.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than seven hundred and fifty (750) pounds per head, and from December 1st to May 1st not less than seven hundred (700) pounds per head; that all animals offered under this contract weighing less than six hundred and fifty (650) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.



ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of twelve (12) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States :

E. L. STEVENS, [SEAL.]  
Acting Commissioner of Indian Affairs.

Witness :

CHARLES H. DICKSON.  
JOHN A. BECKWITH.

HENRY J. CUNIFFE. [SEAL.]

J. FRED. SOLMAN.  
JNO. G. ROUILLER.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR,  
Washington, June 9, 1883.

The within contract is hereby approved.

M. L. JOSLYN,  
Secretary.

## CONTRACT FOR BEEF.

This agreement, made and entered into this 12th day of June, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Milton C. Connors, of Chicago, Cook Co., Ills. (193 South Water st.), party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
One hundred and eighty thousand (180,000) pounds	Santee Agency, Nebraska. ....	Four dollars twenty-nine cents (\$4.29).

60,000 lbs. for agency.

120,000 lbs. for agency school.

One delivery between July 1st and October 1st, 1883.

Cattle wintered north of south line of Kansas.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase or cause to be purchased beef cattle, as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1 for each and every five (5) pounds, or frac-

tion thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable (a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of five (\$5,000) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
Com'r Ind. Aff.

Witness:

EUGENE GOODWIN,  
JOHN A. BECKWITH.

MILTON C. CONNERS. [SEAL.]

ALBERT HEATH,  
OSWALD F. WOLFE.

Sureties on bond of contract:

PORTUS B. WEARE. [SEAL.]

ALBERT HEATH,  
OSWALD F. WOLFE.

CHARLES A. WEARE. [SEAL.]

HENRY HATHAWAY,  
OSWALD F. WOLFE.

For directions for making out contracts, see p. 48, *ante*.

DEPARTMENT OF THE INTERIOR, Washington, June 19, 1883.

Approved,

H. M. TELLER, *Secretary*.

## PROPOSALS.

U. S. INDIAN AGENCY,  
Round Valley, Cal., ———, 1883.

Sealed proposals, indorsed "Proposals for beef, gross, for Round Valley Agency, and school, Cal.," will be received at the above-named agency until ———, 1883, for furnishing sixty-six thousand (66,000) pounds of beef, gross.

Contract will be awarded to the lowest responsible bidder, subject to the approval of the Department of the Interior.

Proposals must be accompanied by a certified check upon some United States depository, payable to the order of the undersigned for at least five per cent. of the amount of the proposal, which check shall be forfeited to the United States in case any bidder receiving the award shall fail to execute promptly a contract with good and sufficient sureties, according to the terms of his bid; otherwise to be returned to the bidder.

The right to reject any and all bids, or any part of any bid, is hereby reserved.

Proposals must have a copy of this advertisement attached to each bid and addressed to the undersigned.

Bidders are notified their bids must be for the cattle delivered at the agency, and in such quantities and at such times as shall be hereafter designated by the undersigned.

Further information may be obtained by addressing the undersigned at Round Valley Agency, Cal.

H. B. SHELDON,  
U. S. Indian Agent.

## CONTRACT FOR BEEF.

This agreement, made and entered into this 21st day of July, one thousand eight hundred and eighty-three, by and between H. B. Sheldon, U. S. Indian agent, Round Valley Agency, California, for and on behalf of the United States of America, party of the first part, and Andrew Gray, of Covelo, Mendocino Co., California, party of the second part, for his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE 1. That the said party of the second part, for his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Sixty-six thousand (66,000) pounds, gross.....	Round Valley Indian Agency, California.	\$4.45

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as de-

scribed in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase or cause to be purchased beef cattle, as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian Agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds gross, or being in such condition as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1 for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose condition as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of three (\$3,000) thousand dollars, duly executed with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle

the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, the Board of Indian Commissioners, and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States :

HENRY B. SHELDON, [SEAL.]  
U. S. Ind. Agent.

Witness :

L. A. VAWTER.  
W. E. READ.

ANDREW GRAY. [SEAL.]

L. A. VAWTER.  
W. E. READ.

For directions for making out contracts see p. 4<sup>2</sup>, *ante*.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, Sept. 4, 1883.

Approved.

H. PRICE, *Commissioner*.

DEPARTMENT OF THE INTERIOR,  
Washington, Sept. 5, 1883.

The within contract is approved.

M. L. JOSLYN,  
*Acting Secretary*.

SCHEDULE OF BACON, BEEF, AND FLOUR REQUIRED FOR THE U. S. INDIAN SERVICE.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., February 9, 1884.

Sealed proposals, indorsed "Proposals for bacon, beef, or flour" (as the case may be), and directed to the Commissioner of Indian Affairs, Washington, D. C., will be received until 1 o'clock p. m., Saturday, March 1, 1884, for furnishing the following supplies for the Indian service :

	Bacon.	Beef.	Flour.
	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
For Blackfeet Agency, Montana .....	150,000	300,000	110,000
For Crow Agency, Montana .....	250,000	500,000	130,000
For Fort Belknap Agency, Montana .....	150,000	300,000	100,000
For Fort Peck Agency, Montana .....	100,000	200,000	60,000

SPECIFICATIONS.

The following instructions, so far as applicable, being made a part of the proposals, the particular attention of bidders is invited thereto :

The bids will be opened at the Office of Indian Affairs, Washington, D. C., in the presence of the Board of Indian Commissioners, and any bidders who may attend, and read publicly, beginning at the hour above named. Bidders are invited to be present.

Each bid must give the names of all parties interested in or parties to it, and *must*

have a copy of this advertisement attached. Bidders must designate their place of business and post-office address.

No bid will be considered from persons who have in any respect defaulted in any bid heretofore made. Any or all bids, or any part of any bid, will be rejected if deemed for the best interests of the Government.

Each bid *must* be accompanied by a certified check or draft upon some United States depository, payable to the order of the Commissioner of Indian Affairs, which check or draft shall not be less than five per centum on the amount of supplies proposed to be furnished, and shall be forfeited to the United States in case any bidder receiving an award shall fail to execute promptly a contract, with good and sufficient sureties, according to the terms of his bid; otherwise to be returned to the bidder.

*Bids not accompanied by a certified check or draft will not be considered.*

Parties receiving awards will at once enter into contract.

In making the awards the right will be reserved to *increase or diminish the quantity required* to any extent, and the further right to increase or diminish the amount specified in any contract to an extent not exceeding twenty-five per centum.

A joint and several bond in the full amount of the contract, duly executed, with two or more sureties, and conditioned for the faithful performance of the contract in all its particulars, must accompany the same. The sufficiency of the sureties must be evidenced by their affidavit as to the value of their property.

*Delay and difficulty having heretofore been experienced in the proper execution of contracts and bonds in consequence of the absence of one or more members of firms, it is desirable that one member only of a firm sign the bid and propose to enter into contract, thus avoiding necessity of producing powers of attorney authorizing one member to sign for absent members, as is required by law.*

The bacon must be what is known as "short, clear sides," winter-cured, sound, sweet, and merchantable, and put up in "gunnies."

*The beef must be delivered at the different agencies.*

The contract for beef will be for good merchantable, and all offered under any contract will be subject to rigid inspection. The cattle to be furnished on the hoof must be steers and cows (no bulls or stags) not over seven years of age, and must average not less than 850 pounds, gross, at each delivery, from May 1st to December 1st, and not less than 800 pounds, gross, from December 1st to May 1st; no animal to weigh less than 700 pounds, and no animal shall be received that will net less than 50 per centum of its gross weight from May 1st to December 1st, or less than 45 per centum from December 1st to May 1st. The price must be figured gross, but for all cows delivered under any contract a *discount* of twenty (20) per centum from the proposed price will be made. Bids for any quantities not less than 150,000 pounds will be considered.

The flour must be what is known as "straight, full stock," of good sound wheat, grown in the section of country contiguous to the places of delivery—50 pounds of wheat to be ground down to 42 pounds of flour—and delivered in extra strong single sacks of quality known as "Osnaburgs," to weigh 8 ounces to the yard. Contractors will be required to plainly stamp their names on each sack. Samples of not less than twenty-five pounds must be furnished by bidders, said samples to be distinctly marked with the name of the bidder, and numbered, if more than one sample is submitted.

Bids for bacon and flour should be made for delivery at the several agencies, and also at Bismarek, Dakota.

All the supplies herein referred to must be delivered from time to time in such quantities as may be required; and the first deliveries must be made not later than two weeks after date of approval of contracts.

H. PRICE,  
Commissioner.

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### CONTRACT FOR BEEF.

This agreement, made and entered into this 4th day of March, one thousand eight hundred and eighty-four, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States or America, party of the first part, and Walter B. Jordan, of St. Paul, Minnesota, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth—

That the said parties have covenanted and agreed, and by these presents, do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the

quantities and the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Four hundred thousand (400,000) pounds.	Fort Peck Agency, Montana.....	Six & 12½-100 dolls. (\$6. 12½)

1st delivery of not less than one-fourth of the above quantity to be made not later than two weeks after approval of this contract, and the balance as required by the U. S. Indian agent in charge.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved. *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags) not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1 for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in the case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them



a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in the schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of twelve (12) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first-above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
Commissioner of Ind. Affairs.

Witness:

E. SEWARD.  
JOHN A. BECKWITH.

WALTER B. JORDAN, [SEAL.]  
202 E. 3d St.

A. J. KELLEY, *St. Paul, Minn.*  
LUTHER LAFLIN, *St. Paul, Minn.*

For directions for making out contracts see p. — *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, March 13th, 1884.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

CONTRACT FOR BEEF.

This agreement, made and entered into this 4th day of March, one thousand eight hundred and eighty-four, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Albert N. Johnson, of Benson, Minnesota, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE I. That the said party of the second part, for himself, his heirs, executors,

and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Four hundred thousand (400,000) pounds .....	Crow Agency, Montana .....	Four & $\frac{27}{100}$ dolls. (\$4.97).

1st delivery of not less than one-fourth of the above quantity to be made not later than two weeks after approval of this contract, and balance as required by the U. S. Indian agent in charge.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding 25 per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents and certificates of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase or cause to be purchased beef cattle, as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed, by and between the parties hereto, that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed, by and between the parties hereto, that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1 for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so

received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed, by and between the parties hereto, that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of ten (10) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first-above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Ind. Aff.*

Witness:  
JOHN A. BECKWITH.  
E. SEWARD.

ALBERT N. JOHNSON. [SEAL.]

H. A. ALEN.  
J. MOORE.

For directions for making out contracts, see p. —, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, March 17, 1884.*

The within contract is hereby approved.

M. L. JOSLYN,  
*Acting Secretary.*

CONTRACT FOR BEEF.

This agreement, made and entered into this 4th day of March, one thousand eight hundred and eighty-four, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Charles

A. Broadwater, of Helena, Montana Ty., of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle on the hoof in the quantities and at the prices herein stated, and subject to such inspection by Army officers or otherwise as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Three hundred thousand (300,000) pounds.....	Fort Belknap Agency, Montana Ty.	Five & $\frac{85}{100}$ dolls. (\$5.85).

1st delivery of not less than one-fourth of the above quantity to be made not later than two weeks after approval of this contract, and balance as required by the U. S. Indian agent in charge.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract at the rate or price designated in the above schedule, payment to be made on presentation, at the office of Indian Affairs, of proper receipts in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such *condition* as to net less than *fifty* per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than *forty-five* per centum in such beef from December 1st to May 1st shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds or fraction thereof, that such cattle so received shall fall short of the standard weights agreed

upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties thereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond in the sum of ten (10) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of or Delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, the Board of Indian Commissioners, and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first-above written.

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

For and in behalf of the United States.

Witness:

JOHN A. BECKWITH.  
E. SEWARD.

CHARLES A. BROADWATER. [SEAL.]

E. S. WOOG.  
E. GOODWIN.

For directions for making out contracts see p. —, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, March 20, 1884.*

The within contract is hereby approved.

M. L. JOSLYN,  
*Acting Secretary.*

(5—080.)

## CONTRACT FOR BEEF.

This agreement, made and entered into this 4th day of March, one thousand eight hundred and eighty-four, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Thomas C. Power, of No. 193 South Water st., Chicago Illinois, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth—

That the said parties have covenanted and agreed, and by these presents do covenant and agree to and with each other as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Fifty thousand pounds.....	Blackfeet Agency, Montana.....	Six & $\frac{9}{100}$ dolls. (\$6.94).

In two deliveries. 1st delivery of not less than one-half of the above quantity not later than May 10, 1884; balance in June, when required by U. S. agent in charge.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts in duplicate, of the respective agents and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first part, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase or cause to be purchased beef cattle as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags) not over seven years of age; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such condition as to net less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st,

shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose *condition* as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery within five days of any such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of two (2) thousand dollars, duly executed with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of this contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no member of or delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:  
 JOHN A. BECKWITH.

THOMAS C. POWER. [SEAL.]

E. SEWARD.  
 ISAAC P. BAKER.  
 E. S. WOOG.

For directions for making out contracts, see p. —, *ante*.

DEPARTMENT OF THE INTERIOR,  
Washington, M'ch 10, 1884.

The within contract is hereby disapproved, as neither the contract nor the bid upon which it is made conforms to the requirements of the advertisement inviting the proposals as to the time of the delivery of the supplies.

H. M. TELLER,  
Secretary.

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PROPOSALS FOR INDIAN SUPPLIES.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., March 20th, 1884.

Sealed proposals, indorsed "Proposals for beef," and directed to the Commissioner of Indian Affairs, Washington, D. C., will be received until 1 o'clock p. m. of Wednesday, the 16th of April next, for furnishing for Blackfeet Agency, Montana, 23,000 pounds beef, gross.

Blank forms are not required for bids.

The bids will be opened at the Office of Indian Affairs, Washington, D. C., in the presence of any bidders who may attend, and read publicly, beginning at the hour above named. Bidders are invited to be present.

Each bid must give the names of all parties interested in or parties to it, and must have a copy of this advertisement attached. Bidders must designate their place of business and post-office addressed.

No bids will be considered from persons who have in any respect defaulted in any bid heretofore made. Any or all bids, or any part of any bid, will be rejected if deemed for the best interest of the Government.

Each bid must be accompanied by a certified check or draft upon some United States depository, payable to the order of the Commissioner of Indian Affairs, which check or draft shall be not less than five per centum on the amount of supplies proposed to be furnished, and shall be forfeited to the United States in case any bidder receiving an award shall fail to execute promptly a contract with good and sufficient sureties, according to the terms of his bid; otherwise to be returned to bidder.

*Bids not accompanied by a certified or check or draft will not be considered.*

Parties receiving awards will at once enter into contract.

In making the awards the right will be reserved to *increase or diminish the quantity required* to any extent, and the further right to increase or diminish the amount specified in any *contract* to an extent not exceeding twenty-five per centum. Beef must be delivered as soon as possible after approval of the contract, and in no case later than May 10th next.

A joint and several bond in the full amount of the contract, duly executed, with two or more sureties, and conditioned for the faithful performance of the contract in all its particulars, must accompany the same. The sufficiency of the sureties must be evidenced by their affidavit as to the value of their property.

The contract for beef will be for good merchantable, and all offered under any contract will be subject to rigid inspection. The cattle to be furnished on the hoof must be steers and cows (no bulls or stags) not over seven years of age, and must average not less than 850 pounds, gross, at each delivery from May 1st to December 1st; and not less than 800 pounds, gross, from December 1st to May 1st; no animal to weigh less than 700 pounds, and no animal shall be received that will net less than 50 per centum of its gross weight from May 1st to December 1st, or less than 45 per centum from December 1st to May 1st. The price must be figured gross, but for all cows delivered under any contract a *discount* of twenty (20) per centum from the proposed price will be made.

H. PRICE,  
Commissioner.

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CONTRACT FOR BEEF.

This agreement, made and entered into this 28th day of April, one thousand eight hundred and eighty-four, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Thomas C. Power, of No. 193 South Water st., Chicago, Illinois, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors,



and administrators, hereby covenants and agrees with the said party of the first part to furnish and deliver, at the places herein designated, to such agent or agents of the United States as may be appointed to receive them, beef cattle, on the hoof, in the quantities and at the prices herein stated, and subject to such inspection by Army officers, or otherwise, as may be deemed necessary by the party of the first part, as follows:

Quantity.	Place of delivery.	Price per 100 pounds, gross weight, less 20 per ct. for cows.
Eighty-three thousand (83,000) pounds.....	Blackfeet Agency, Montana.....	Six & $\frac{47}{100}$ dolls. (\$6.47).

1st delivery to be made not later than May 10, 1884.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, than that specified in said schedule, at the price or prices therein stated, of which increase or decrease in the quantity required reasonable notice shall be given to the party of the second part.

ARTICLE 3. That the party of the first part agree, to pay, or cause to be paid, to the said party of the second part, his heirs, executors, and administrators, for all the cattle received under this contract, at the rate or price designated in the above schedule, payment to be made on presentation, at the Office of Indian Affairs, of proper receipts, in duplicate, of the respective agents, and certificates of inspection, in duplicate, of inspecting officers when required by the party of the first party, after the same shall have been properly approved: *Provided*, That for all cows delivered under this contract a deduction of twenty (20) per centum on the price stipulated in article one (1) shall be made.

ARTICLE 4. That the party of the second part agrees to keep beef cattle, as described in article 5 of this contract, in the vicinity of the places of delivery in such quantities as to give assurance of his ability to make deliveries when required; and should he fail to collect such cattle at such points fast enough, or should he fail to deliver them as required, the party of the first part shall have the right to purchase or cause to be purchased beef cattle, as he may elect, at the expense of the party of the second part.

ARTICLE 5. That it is further agreed by and between the parties hereto that the beef cattle furnished under this contract shall be good, healthy, merchantable steers and cows (no bulls or stags), not over seven years of years; that they shall be delivered on the Government scales, upon which the weight shall be ascertained (steers and cows to be weighed separately; or if weighed together they shall be accepted at an equal average per head for both classes, and payments therefor made as described in article three (3) hereof), at the agency aforesaid, at the times and in the quantities required by the respective Indian agent in charge, upon five days' notice by said Indian agent to the said party of the second part, or his authorized agents or representatives; that they shall be "lotted" without food or water during the twelve hours immediately preceding each and every delivery; that the average gross weight thereof at each delivery from May 1st to December 1st shall not be less than eight hundred and fifty (850) pounds per head, and from December 1st to May 1st not less than eight hundred (800) pounds per head; that all animals offered under this contract weighing less than seven hundred (700) pounds, gross, or being in such condition as to not less than fifty per centum of their gross weights in good, merchantable beef, from May 1st to December 1st, or less than forty-five per centum in such beef from December 1st to May 1st, shall be rejected (except as they may be received under the provisions of article 6 hereof) as inferior to the requirements of this article.

ARTICLE 6. That it is also further agreed by and between the parties hereto that for all the cattle offered under this contract which are not in conformity with the requirements of article 5, but which the respective Indian agents may be compelled by the necessities of the service to receive, there shall be a deduction of one (1) per centum in the price agreed upon in article 1, for each and every five (5) pounds, or fraction thereof, that said cattle so received shall fall short of the standard weights agreed upon in the preceding article. And if the respective Indian agents are compelled by the necessities of the service to receive cattle whose condition as to quality—although weighing the required average, as expressed in article 5 of this contract—renders them inferior to the requirements of said article 5, then the value of the cattle so received shall be determined by deducting from the price thereof, as agreed

upon in article 1 of this contract, such a percentage as may be agreed upon by the agent and (if practicable) a military officer detailed for that purpose by the commander of the nearest military post, upon the written request of said agent to said commander; the said agent and the officer so detailed as aforesaid to appoint, in case of their disagreement as to the percentage of said deduction, a third and disinterested person to form with them a board of survey; the decision of a majority of such board so constituted as aforesaid to be final and binding on the parties hereto.

ARTICLE 7. That it is also further agreed by and between the parties hereto that if any of the cattle offered for acceptance shall fail to conform to the requirements of this contract, the same, unless received under the provisions of article 6, shall be rejected by the agent to whom the same is offered, who shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper cattle in the place of those rejected; and in case the said party of the second part shall fail to deliver cattle of the kind required within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such cattle as may be required to supply the deficiency. And it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this contract, for any excess in the cost of the cattle so purchased over and above the cost of said cattle at the price or prices designated in said schedule.

ARTICLE 8. That it is agreed, however, that, before the United States shall be bound by this contract, the party of the second part shall furnish a joint and several bond, in the sum of three (3) thousand dollars, duly executed, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

ARTICLE 9. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract, so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 10. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 11. That it is further agreed that no Member of, or Delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 12. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE, [SEAL.]  
*Commissioner of Ind. Aff.*

Witness:

JOHN A. BECKWITH.  
E. GOODWIN.

THOMAS C. POWER. [SEAL.]

JOHN A. BECKWITH.  
E. SEWARD.

For directions for making out contracts see p. —, *ante*.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 1st, 1883.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

(1—286.)

DEPARTMENT OF THE INTERIOR,  
*Washington, June 23rd, 1883.*

The COMMISSIONER OF INDIAN AFFAIRS:

SIR: In compliance with the recommendation contained in your communication of 22d inst., authority is hereby granted for Acting Agent Porter, of Hoopa Valley

Agency, Cal., to advertise by posters for proposals for furnishing 3,500 lbs. of net beef required for school, and 16,000 lbs. of net beef required for Indians, and to enter into contract therefor with the lowest responsible bidder or bidders, subject to Dep't approval; payable from funds applicable to such purpose.

Very respectfully,

H. M. TELLER,  
Secretary.

This agreement, made and entered into this 2<sup>d</sup> day of July, one thousand eight hundred and eighty-three, by and between Captain Charles Porter, Acting U. S. Indian Agent, Hoopa Valley Agency, California, for and on behalf of the United States of America, party of the first part, and Thomas Bair, of Arcata, Humboldt County, California, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth,

That the said parties have covenanted and agreed, and by the presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said Thomas Bair, party of the second part, shall deliver at Hoopa Valley Agency, California, fresh beef of a good, merchantable quality, in fore and hind quarter meats proportionately (necks, shanks, and kidney-tallow to be excluded), in such quantities as may be from time to time required and on such days as may be designated by the Acting U. S. Indian Agent, and that this contract shall be in force from the first day of September, eighteen hundred and eighty-three, to the thirtieth day of June, eighteen hundred and eighty-four, inclusively, or such less time as the Commissioner may direct. That the necks of the cattle slaughtered for beef to be delivered under this contract shall be cut off at the fourth vertebral joint and the breast trimmed down. The shanks of fore-quarters shall be cut off from three to four inches above the knee joint, and of hind-quarters from six to eight inches above the gambrel or hock joint.

ARTICLE 2. And it is further hereby expressly understood and agreed that the said party of the first part shall have the right to reject any fresh beef, which, for any cause, does not conform to the aforesaid standard or description; provided, however, that if the said party of the second part shall be dissatisfied with the action of the party of the first part in rejecting any of said fresh beef, upon application in writing being made by the party of the second part to the party of the first part, the matter shall be submitted to three arbitrators, one of whom shall be selected by the party of the first part, and one by the party of the second part, and the arbitrators thus selected shall select a third arbitrator, and the three arbitrators thus selected shall inspect the fresh beef rejected by the party of the first part and summarily decide whether the said *fresh beef* is of the description aforesaid, and whether it shall be rejected or received, and their action in the premises shall be final and binding upon both of the parties hereto. All expenses, however, growing out of said arbitration, including the services of the arbitrators, to be paid by the party of the second part.

ARTICLE 3. That for and in consideration of the faithful performance of the stipulations of this agreement the party of the second part shall be paid as follows: Nine (9) cents per pound for the fresh beef accepted under this contract. The payment shall be made quarterly for the quantity of fresh beef accepted, and in the funds furnished by the United States for public disbursement, but in the event of no funds being on hand, the payment shall be made as soon as funds may be received for that purpose.

ARTICLE 4. That in case of the failure of the said party of the second part to comply with the stipulations of this contract according to the true intent and meaning thereof, then the party of the first part shall have the power to purchase or cause to be purchased, in open market or otherwise, such fresh beef as may be required to supply the deficiency, and it is agreed and understood by the parties hereto that the said party of the second part and his sureties shall be held accountable under the bond given, for the faithful performance of this contract for any excess in the cost of the fresh beef so purchased, over and above the cost of said fresh beef at the price stipulated in article 3 of this agreement.

ARTICLE 5. That it is expressly understood by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 6. That it is expressly agreed and stipulated between the parties to this contract that, upon mutual agreement, it may be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 7. That it is further expressly agreed and understood that no Member of,

or Delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 8. That this agreement is made subject to the approval of the Commissioner of Indian Affairs, the Board of Indian Commissioners, and the Secretary of the Interior.

In witness whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and date first above written.

CHARLES PORTER, [SEAL.]  
*Captain U. S. A., Act'g U. S. Ind. Agt.*

Witness:  
 R. O. WILSON.  
 JOHN HANEY.

CORNELIUS IRISH.  
 HENRY WILKINS.

THOMAS BAIR, [SEAL.]  
*Arcata, Cal.*

DEPARTMENT OF THE INTERIOR,  
 OFFICE OF INDIAN AFFAIRS,  
*Washington, Sep. 22, 1883.*

Approved.

H. PRICE,  
*Commissioner.*

The within contract is approved.

DET. OF THE INTERIOR,  
*Washington, Sept. 24, 1883.*

H. M. TELLER,  
*Secretary.*

(5—082.)

#### CONTRACT FOR GOODS OR SUPPLIES.

This agreement, made and entered into this 5th day of June, one thousand eight hundred and eighty-two, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Taylor Morrison and William Hartzel, composing the firm of Morrison & Hartzel, of Carlisle, Pennsylvania, party of the second part, for themselves, their heirs, executors, administrators, and assigns,—witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE 1. That the said party of the second part, for themselves, their heirs, executors, and administrators, hereby agrees to furnish and deliver in the Government warehouse \* or such other place or places in the city of Carlisle, Penna., as may be designated by the said party of the first part, to such agent of the United States as may be designated to receive the same, and within (see schedule) days from the date hereof, in accordance with the terms of the advertisement of the said party of the first part, dated April 25, 1882, hereto attached, and which is made a part of this agreement, such of the articles named in the said schedule (which schedule it is agreed shall also form a part of this agreement) as may not be stricken therefrom by the party of the first part before he signs this agreement.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, of any of the goods or supplies than that specified in the said schedule, at the price or prices therein stated.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, their heirs, executors, or administrators, for all the goods and supplies received under this agreement, at the rate or price affixed to each article designated in said schedule; payment to be made on presentation, at the Office of Indian Affairs, of invoices of the goods received after the same shall have been properly approved.

ARTICLE 4. That the party of the second part agrees that all goods or supplies to be furnished under this agreement shall be properly packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

\* If the contractor delivers at the agencies, this clause should be stricken out.

ARTICLE 5. That it is agreed by and between the parties hereto that all goods or supplies offered for acceptance under this agreement shall be inspected by the samples thereof submitted with the proposals, by persons properly designated for that purpose by the party of the first part, and at such place as he may designate; and if, on such inspection, any of the said goods or supplies shall fail to conform to or equal said samples, the same shall be rejected, and the party of the first part shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper goods or supplies in the place of those rejected. In case said party of the second part shall fail to deliver such proper goods or supplies within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such goods or supplies as may be required to supply the deficiency. And the party of the second part, and their sureties, shall be held accountable, under the bond which may be given for the faithful performance of this agreement, for any excess in the cost of the goods or supplies so purchased over and above the cost of the same at the price or prices designated in the schedule hereunto annexed: *Provided*, That in the case of any article to be furnished under this contract, if the quality of that offered shall be inferior to the standard of the sample upon which the contract was awarded, and the necessities of the service be such as to compel the party of the first part, or his agents, to accept the article or articles offered, then the same may be received subject to the inspection and test of a competent inspector, to be designated by the party of the first part, to determine the percentage of value less than the sample aforesaid, and upon whose findings payment shall be made at a percentage of deduction twice greater than the difference in value between the articles so furnished and the price herein agreed to be paid.

ARTICLE 6. That it is agreed, however, that, before the United States shall be bound by this agreement, the party of the second part shall furnish a joint and several bond, in the sum of three (3) thousand dollars, duly executed, with two or more good and sufficient sureties; said bond to be conditioned for the faithful performance of this agreement, in all its particulars, by the said party of the second part.

ARTICLE 7. That it is agreed by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this agreement nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the agreement so far as the United States are concerned; all rights of action, however, for any breach of this agreement by the contracting parties being reserved to the United States.

ARTICLE 8. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 9. That it is further agreed by and between the parties hereto that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 10. That this agreement is made subject to the approval of the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

H. PRICE, [SEAL.]  
*Commissioner of Indian Affairs.*

Witness:

S. E. SLATER.  
JOHN A. BECKWITH.

TAYLOR MORRISON. [SEAL.]

D. B. SAXTON.  
G. C. COOK.

WILLIAM HARTZELL. [SEAL.]

D. B. SAXTON.  
G. C. COOK.

READ AND FOLLOW DIRECTIONS FOR MAKING OUT CONTRACTS.

Contracts must be executed in quadruplicate.

Contracts executed by firms must be signed by *each* member of the firm. The ordinary firm signature is not sufficient. The "party of the second part," in the body of the contract should be indicated thus: "John Smith, James Brown, and Wm. Jones, partners in business under the firm-name of Smith, Brown and Co."

Contracts executed by the president, secretary, or other officer of an incorporated company must be accompanied by a certificate of the board of directors or executive

committee thereof, under seal, that the officer so signing was duly authorized to make contract for and on behalf of the company, and that the act of such officer in executing the contract is binding upon the company represented by him. The manner of affixing the signature must be as follows: "The Moline Wagon Co., by John Doe, vice-president."

The Christian names of *all* parties appearing herein must be written and signed in full, and the signature of each contracting party witnessed by at least two persons. The signature of a witness should be written opposite to the signature witnessed.

An impression or seal of some adhesive substance must be affixed to the signature of each principal.

Contracts signed by an agent of a firm, or by one member for another, or by an attorney, are not valid unless the same be accompanied by a duly executed power of attorney from the party or parties for whom such agent, member, or attorney shall sign (of date even with or prior—except in the case of a general power of attorney—to the date of the instrument), which power of attorney must set forth specifically the particular purpose for which it was given by describing in full the names of the contracting parties and the date and object of the contract.

The post-office address of contracting parties and witnesses must be given.

Quantities should be stated in words as well as figures.

Point and time of delivery must be distinctly stated.

All dates must be carefully supplied.

The advertisement under which award is made must form part of *and be attached to* each contract.

Erasures, interlineations, or other irregularities must be explained over the signatures and seals of the parties to this instrument.

Any contract not made in conformity with the above instructions will be rejected, and a corrected one required before any deliveries of supplies will be permitted thereunder.

When *Indian agents use this form* of blank, the number of copies indicated in the "brief" will be made and disposed of as there directed.

*One bond only is required with each contract.*

Bonds must be executed before the clerk of a court of record; or, if before other officer, his authority must be attested by the certificate of such clerk of court.

*Schedule of articles referred to in the foregoing contract between ———, Commissioner of Indian Affairs, and Morrison & Hartzel, of Carlisle, Penna.*

No.	Quantity.	Articles.	Price per 100 lbs.	Total.
1	Sixty thousand (60,000) pounds.	Beef, net, to be delivered at the Indian Training School, at Carlisle, Penna., at such times and in such quantities as may be required by the party of the first part.	\$7.70	\$4,620 00

DEPARTMENT OF THE INTERIOR,  
Washington, June 14, 1882.

The within contract is hereby approved.

H. M. TELLER,  
Secretary.

**BIDS FOR SUPPLIES FOR AND TO BE DELIVERED AT THE TRAINING SCHOOL FOR INDIAN YOUTH, FOREST GROVE, OREGON, JUNE 10, 1882.**

Bids for supplies for and to be delivered at the Training School for Indian Youth, Forest Grove, Washington County, Oregon, will be received at my office in Forest Grove, Oregon, up to 12 o'clock noon July 3rd, 1882. A list of the articles to be supplied, with quantities and quality, can be seen at the office of Johnson, McConn & McCrum, in the city of Portland, Oregon; at the office of the Alta-California, city of San Francisco, Cal., and at my office in Forest Grove, Oregon. Bidders will be required to furnish samples of all articles bid upon, and the goods furnished must not be inferior to samples shown, and will be subjected to the action of a Government inspector. The Government reserves the right to reject any and all bids or to increase or decrease the amount of each article mentioned. Twenty-five (25) per cent. of these supplies (except the blacksmith, wagon-making, shoe-shop material, and wood) to be delivered on or before (as the officer in charge of the school may direct) the 25th day of August, 1882; twenty-five (25) per cent. on or before the 25th day of November, 1882; twenty-five (25) per cent. on or before the 25th day of February,

1883; and twenty-five (25) per cent. on or before the 25th day of May, 1883. All bids must be accompanied by a certified check upon some United States depository, payable to the order of the officer in charge of this school, for at least five (5) per cent. of the amount of the proposals; which check shall be forfeited to the United States in case any bidder receiving an award shall fail to execute promptly a contract with good and sufficient surties according to the terms of his bid; otherwise to be returned to the bidder.

Envelopes should be addressed, "Bids for supplies for Training School for Indian Youth, Forest Grove, Oregon." Payment in cash will be made upon delivery of the goods.

Forest Grove, Or., June 10th, 1882.

M. C. WILKINSON,  
First Lieut., Third Inf'try, U. S. A., in charge School.

(5-082.)

### CONTRACT FOR GOODS OR SUPPLIES.

This agreement, made and entered into this twenty-fourth day of July, one thousand eight hundred and eighty-two, by and between Melville C. Wilkinson, 1st Lt., 3d Inf'try, U. S. A., in charge Indian Training School at Forest Grove, Oregon, for and on behalf of the United States of America, party of the first part, and Ulrich Haugg, of Forest Grove, Oregon, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby agrees to furnish and deliver in the Government warehouse, Forest Grove, Oregon, as may be designated by the said party of the first part, (b) at the agencies named in the schedule hereunto annexed, to such agent of the United States as may be designated to receive the same, and within 340 days from the date hereof, in accordance with the terms of the advertisement of the said party of the first part, dated June 10th, 1882, hereto attached, and which is made a part of this agreement, such of the articles named in the said schedule (which schedule it is agreed shall also form a part of this agreement) as may not be stricken therefrom by the party of the first part before he signs this agreement.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, of any of the goods or supplies than that specified in the said schedule, at the price of prices therein stated.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, or administrators, for all the goods and supplies received under this agreement, at the rate or price affixed to each article designated in said schedule.

ARTICLE 4. That the party of the second part agrees that all goods or supplies to be furnished under this agreement shall be properly packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

ARTICLE 5. That it is agreed by and between the parties hereto that all goods or supplies offered for acceptance under this agreement shall be inspected by the samples thereof submitted with the proposals, by persons properly designated for that purpose by the party of the first part, and at such place as he may designate; and if, on such inspection, any of the said goods or supplies shall fail to conform to or equal said samples, the same shall be rejected, and the party of the first part shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper goods or supplies in the place of those rejected. In case said party of the second part shall fail to deliver such proper goods or supplies within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such goods or supplies as may be required to supply the deficiency. And the party of the second part, and his sureties shall be held accountable, under the bond which may be given for the faithful performance of this agreement, for any excess in the cost of the goods or supplies so purchased over and above the cost of the same at the price or prices designated in the schedule hereunto annexed: *Provided*, That in the case of any article to be furnished under this contract, if the quality of that offered shall be inferior to the standard of the sample upon which the contract was awarded, and the necessities of the service be such as to compel the party of the first part, or his agents, to accept the article or articles offered, then the same may be received subject to the

*b* If the contractor does *not* deliver at the agencies this clause should be stricken out.

inspection and test of a competent inspector, to be designated by the party of the first part, to determine the percentage of value less than the sample aforesaid, and upon whose findings payment shall be made at a percentage of deduction twice greater than the difference in value between the articles so furnished and the price herein agreed to be paid.

ARTICLE 6. That it is agreed, however, that, before the United States shall be bound by this agreement, the party of the second part shall furnish a joint and several bond in the sum of four (4) thousand dollars, duly executed, with two or more good and sufficient sureties; said bond to be conditioned for the faithful performance of this agreement, in all its particulars, by the said party of the second part.

ARTICLE 7. That it is agreed by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this agreement nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the agreement so far as the United States are concerned; all rights of action, however, for any breach of this agreement by the contracting parties being reserved to the United States.

ARTICLE 8. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 9. That it is further agreed by and between the parties hereto that no Member of or Delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 10. That this agreement is made subject to the approval of the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States:

MELVILLE C. WILKINSON. [SEAL.]

1st Lt., 3d Infy., in charge of School.

Witness:

DAVID C. KELLEY,

THOMAS HEATON,

Forest Grove, Oregon.

ULRICH HAUGG. [SEAL.]

CHAS. C. W. HUDSON,

WILLIAM S. HUDSON,

Forest Grove.

For directions for making out contracts see p —, ante.

*Schedule of articles referred to in the foregoing contract between Melville C. Wilkinson, 1st Lt., 3d Infy., U. S. A., in charge of Indian Training School, Forest Grove, Oregon, and Ulrich Haugg, Forest Grove, Oregon.*

No.	Quantity.	Articles.	Price per pound.	Total.
1	Forty thousand (40,000) pounds.	Fresh beef net, as follows, viz: For steak, per pound, 12½ cents; for roast, per pound, 10 cents; for boiling, per pound, 9 cents; the steak not to be used in quantity to bring the average cost above ten cents (10c.) and all the above to be delivered at times and in quantities as required by the party of the first part.	10c.	\$4,000 00

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, Oct. 11, 1882.

The within contract is approved.

H. PRICE,  
Commissioner.

DEPARTMENT OF THE INTERIOR,  
Washington, Oct. 12, 1882.

The within contract is hereby approved.

H. M. TELLER,  
Secretary.



(5—082.)

## CONTRACT FOR GOODS OR SUPPLIES.

This agreement, made and entered into this fourth day of May, one thousand eight hundred and eighty-three, by and between H. Price, Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Henry G. Haas, of St. Paul, Minn., party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby agrees to furnish and deliver (*b*) at the agencies named in the schedule hereunto annexed, to such agent of the United States as may be designated to receive the same, and within \_\_\_\_\_ days from the date thereof, in accordance with the terms of the advertisement of the said party of the first part, dated March 15, 1883, hereto attached, and which is made a part of this agreement, such of the articles named in the said schedule (which schedule it is agreed shall also form a part of this agreement) as may not be stricken therefrom by the party of the first part before he signs this agreement.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, of any of the goods or supplies than that specified in the said schedule, at the price or prices therein stated.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, or administrators, for all the goods and supplies received under this agreement, at the rate or price affixed to each article designated in said schedule; payment to be made on presentation, at the Office of Indian Affairs, of invoices of the goods received after the same shall have been properly approved.

ARTICLE 4. That the party of the second part agrees that all goods or supplies to be furnished under this agreement shall be properly packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

ARTICLE 5. That it is agreed by and between the parties hereto that all goods or supplies offered for acceptance under this agreement shall be inspected by the samples thereof submitted with the proposals, by persons properly designated for that purpose by the party of the first part, and at such place as he may designate; and if, on such inspection, any of the said goods or supplies shall fail to conform to or equal said samples, the same shall be rejected, and the party of the first part shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper goods or supplies in the place of those rejected. In case said party of the second part shall fail to deliver such proper goods or supplies within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such goods or supplies as may be required to supply the deficiency. And the party of the second part, and his sureties, shall be held accountable, under the bond which may be given for the faithful performance of this agreement, for any excess in the cost of the goods or supplies so purchased over and above the cost of the same at the price or prices designated in the schedule hereunto annexed. *Provided*, That in the case of any article to be furnished under this contract, if the quality of that offered shall be inferior to the standard of the sample upon which the contract was awarded, and the necessities of the service be such as to compel the party of the first part, or his agents, to accept the article or articles offered, then the same may be received subject to the inspection and test of a competent inspector, to be designated by the party of the first part, to determine the percentage of value less than the sample aforesaid, and upon whose findings payment shall be made at a percentage of deduction twice greater than the difference in value between the articles so furnished and the price herein agreed to be paid.

ARTICLE 6. That it is agreed, however, that, before the United States shall be bound by this agreement, the party of the second part shall furnish a joint and several bond, in the sum of three (3) thousand dollars, duly executed, with two or more good and sufficient sureties; said bond to be conditioned for the faithful performance of this agreement, in all its particulars, by the said party of the second part.

ARTICLE 7. That it is agreed by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this agreement nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the agreement so far as the United States

(*b*) If the contractor does not deliver at the agencies this clause should be stricken out.

are concerned; all rights of action, however, for any breach of this agreement by the contracting parties being reserved to the United States.

ARTICLE 8. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 9. That it is further agreed by and between the parties hereto that no Member of, or Delegate to, Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement, or derive any benefit to arise therefrom.

ARTICLE 10. That this agreement is made subject to the approval of the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written.

For and on behalf of the United States.

H. PRICE. [SEAL.]  
Commissioner of Indian Affairs.

Witness.

EUGENE GOODWIN.  
JOHN A. BECKWITH.

HENRY G. HAAS. [SEAL.]

JOHN AHERN, *St. Paul, Minn.*  
M. J. BELL, *Saint Paul, Minn.*

For directions for making out contracts see p. —, *ante*.

*Schedule of articles referred to in the foregoing contract between ————, Commissioner of Indian Affairs, and Henry G. Haas, of St. Paul, Minn.*

No.	Quantity.	Articles.	Price per 100 lbs.	Total.
1.	Thirty thousand (30,000) pounds.	Beef, net, to be delivered at Devil's Lake Agency school, as required by the party of the first part.	\$14 00	\$4,200 00

DEPARTMENT OF THE INTERIOR,  
*Washington, May 17th, 1883.*

The within contract is hereby approved.

M. TELLER,  
*Secretary.*

(5—082.)

#### CONTRACT FOR GOODS OR SUPPLIES.

This agreement, made and entered into this fourteenth day of May, one thousand eight hundred and eighty-three, by and between E. L. Stevens, Acting Commissioner of Indian Affairs, for and on behalf of the United States of America, party of the first part, and Eugene Griswold, of Wadsworth, Nevada, party of the second part, for himself, his heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other, as follows:

ARTICLE 1. That the said party of the second part, for himself, his heirs, executors, and administrators, hereby agrees to furnish and deliver (*b*) at the point and agencies named in the schedule hereunto annexed, to such agent of the United States as may be designated to receive the same, and within \_\_\_\_\_ days from the date hereof, in accordance with the terms of the advertisement of the said party of the first part, dated March 15, 1883, hereto attached, and which is made a part of this agreement, such of the articles named in the said schedule (which schedule it is agreed shall also form a part of this agreement) as may not be stricken therefrom by the party of the first part before he signs this agreement.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, of any of the goods or supplies than that specified in the said schedule, at the price or prices therein stated.

(*b*) If the contractor does *not* deliver at the agencies, this clause should be stricken out.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, or administrators, for all the goods and supplies received under this agreement, at the rate or price affixed to each article designated in said schedule; payment to be made on presentation at the Office of Indian Affairs, of invoices of the goods received after the same shall have been properly approved.

ARTICLE 4. That the party of the second part agrees that all goods or supplies to be furnished under this agreement shall be properly packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

ARTICLE 5. That it is agreed by and between the parties hereto that all goods or supplies offered for acceptance under this agreement shall be inspected by the samples thereof submitted with the proposals, by persons properly designated for that purpose by the party of the first part, and at such place as he may designate; and if, on such inspection, any of the said goods or supplies shall fail to conform to or equal said samples, the same shall be rejected, and the party of the first part shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper goods or supplies in the place of those rejected. In case said party of the second part shall fail to deliver such proper goods or supplies within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market, or otherwise, such goods or supplies as may be required to supply the deficiency. And the party of the second part, and his sureties, shall be held accountable, under the bond which may be given for the faithful performance of this agreement, for any excess in the cost of the goods or supplies so purchased over and above the cost of the same at the price or prices designated in the schedule hereunto annexed: *Provided*, That in the case of any article to be furnished under this contract, if the quality of that offered shall be inferior to the standard of the sample upon which the contract was awarded, and the necessities of the service be such as to compel the party of the first part, or his agents, to accept the article or articles offered, then the same may be received subject to the inspection and test of a competent inspector, to be designated by the party of the first part, to determine the percentage of value less than the sample aforesaid, and upon whose findings payment shall be made at a percentage of deduction twice greater than the difference in value between the articles so furnished and the price herein agreed to be paid.

ARTICLE 6. That it is agreed, however, that, before the United States shall be bound by this agreement, the party of the second part shall furnish a joint and several bond, in the sum of two (2) thousand dollars, duly executed, with two or more good and sufficient sureties; said bond to be conditioned for the faithful performance of this agreement, in all its particulars, by the said party of the second part.

ARTICLE 7. That it is agreed by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this agreement nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the agreement so far as the United States are concerned; all rights of action, however, for any breach of this agreement by the contracting parties being reserved to the United States.

ARTICLE 8. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 9. That it is further agreed by and between the parties hereto that no member of or delegate to Congress, officer, agent, or employé of the Government, shall be admitted to any share or part in this agreement or derive any benefit to arise therefrom.

ARTICLE 10. That this agreement is made subject to the approval of the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first above written. "Point and" inserted before execution.

For and on behalf of the United States:

E. L. STEVENS, [SEAL.]  
*Acting Commissioner of Indian Affairs.*

Witness:

CHAS. H. DICKSON.  
JOHN A. BECKWITH.

EUGENE GRISWOLD. [SEAL.]

EDWARD BARBER, *Wadsworth Nevada.*  
EDWARD CLARK, *Wadsworth, Nev.*

For directions for making out contracts, see p. —, *ante*.

*Schedule of articles referred to in the foregoing contract between ————, Commissione  
of Indian Affairs, and Eugene Griswold, of Wadsworth, Nevada.*

No.	Quantity.	Articles.	Price per 100 lbs.	Total.
1	Twenty thousand (20,000) pounds.	Beef, net, to be delivered at Nevada Agency, 8,000 lbs. for agency and 12,000 for school, at times and in quantities as required by the party of the first part.	900	1,800

DEPARTMENT OF THE INTERIOR,  
*Washington, June 9, 1883.*

The within contract is hereby approved.

M. L. JOSLYN,  
*Acting Secretary.*

### PROPOSALS.

INDIAN TRAINING SCHOOL, CARLISLE BARRACKS,  
*June 6, 1883.*

Sealed proposals, endorsed "Proposals for beef, net," "Proposals for lumber," "Proposals for coal," or "Proposals for hominy, oatmeal, salt, &c., for Indian Training School, at Carlisle, Pa.," will be received at my office, at the above named school, until Saturday, June 23, 1883, at 12 o'clock m. (at which time bids will be opened and bidders are invited to be present), for furnishing 125,000 pounds of fresh beef, net; 1,200 feet No. 1 poplar  $\frac{1}{2}$  inch by 10 inches wide; 500 feet No. 1 poplar  $\frac{3}{4}$  inch by 17 inches wide; 200 feet No. 1  $\frac{1}{2}$  ash plank, 1 inches thick; 300 feet No. 1 ash plank, 1 inch thick; 6 tons blacksmiths' coal; 400 tons, of 2,240 pounds each, of Lehigh Valley or Wilkesbarre Baltimore vein coal, one-half each of stove and nut; 150 tons, of 2,240 pounds each, of Lyken's Valley stove coal; 150 tons of 2,240 pounds each of Lyken's Valley nut coal; 2,500 feet of sawed hemlock lumber and scantling, 16 feet to 20 feet long; 300 feet  $\frac{3}{4}$ -inch white pine plank; 300 feet  $\frac{1}{2}$ -inch white pine plank; 400 feet 2-inch white pine plank; 12,000 feet 11-inch No. 2 white pine boards; 6,000 feet No. 1 North Carolina yellow pine flooring; 6,000 feet No. 1 one-inch white pine flooring; 1 dozen cocoa door mats; 4,400 pounds hominy; 2,000 pounds oatmeal; 3,500 pounds fine salt; 1,000 pounds G. A. salt, required for use of this school for the fiscal year ending June 30, 1884. Samples of door-mats, hominy, and oatmeal must accompany the bids.

The beef must be of good, merchantable quality, and equal portions of front and hind quarters, to be delivered at the school in such quantities and at such times as shall be designated by the undersigned. Payment for the same to be made monthly.

Contracts to be awarded to the lowest responsible bidders, subject to the approval of the Department of the Interior.

Proposals must be accompanied by a certified check upon some United States depository, payable to the order of the undersigned, or the cash, for at least 5 per cent. of the amount of the proposal, which check or cash will be forfeited to the United States in case any bidder receiving the award shall fail to execute promptly a contract with good and sufficient sureties, according to the terms of his bid; otherwise to be returned to the bidder.

The right to reject any and all bids, or any part of any bid, is hereby reserved.

Proposals must be accompanied by a copy of this advertisement, and addressed to the undersigned.

Forms for bids and further information can be had by addressing the undersigned.

R. H. PRATT,  
*Captain Tenth Cav. Supt.*

### CONTRACT FOR GOODS OR SUPPLIES.

This agreement, made and entered into this 26th day of June, one thousand eight hundred and eighty-three, by and between Capt. R. H. Pratt, 10th Cav'y, sup't of Indian school at Carlisle Barracks, for and on behalf of the United States of America, party of the first part, and Taylor Morrison and William Hartzel, comprising the firm

of Morrison & Hartzel, of Carlisle, Pennsylvania, party of the second part, for themselves, their heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE 1. That the said party of the second part, for themselves, their heirs, executors, and administrators, hereby agree to furnish and deliver (a) or such other place or places in the city of Carlisle, Penn'a, as may be designated by the said party of the first part (b), at the agencies named in the schedule hereunto annexed, to such agent of the United States as may be designated to receive the same, and within (see schedule) days from the date hereof, in accordance with the terms of the advertisement of the said party of the first part, dated June 6th, 1883, hereto attached, and which is made a part of this agreement, such of the articles named in the said schedule (which schedule it is agreed shall also form a part of this agreement) as may not be stricken therefrom by the party of the first part before he signs this agreement.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, of any of the goods or supplies than that specified in the said schedule, at the price or prices therein stated.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, their heirs, executors, or administrators, for all the goods and supplies received under this agreement, at the rate or price affixed to each article designated in said schedule; payment to be made on presentation at the Office of Indian Affairs, of invoices of the goods received after the same shall have been properly approved.

ARTICLE 4. That the party of the second part agrees that all goods or supplies to be furnished under this agreement shall be properly packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

ARTICLE 5. That it is agreed by and between the parties hereto that all goods or supplies offered for acceptance under this agreement shall be inspected by the samples thereof submitted with the proposals, by persons properly designated for that purpose by the party of the first part, and at such place as he may designate; and if, on such inspection, any of the said goods or supplies shall fail to conform to or equal said samples the same shall be rejected, and the party of the first part shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper goods or supplies in the place of those rejected. In case said party of the second part shall fail to deliver such proper goods or supplies within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased in open market, or otherwise, such goods or supplies as may be required to supply the deficiency. And the party of the second part and their sureties shall be held accountable, under the bond which may be given for the faithful performance of this agreement, for any excess in the cost of the goods or supplies so purchased over and above the cost of the same at the price or prices designated in the schedule hereunto annexed: *Provided*, That in case of any article to be furnished under this contract, if the quality of that offered shall be inferior to the standard of the sample upon which the contract was awarded, and the necessities of the service be such as to compel the party of the first part or his agents to accept the article or articles offered, then the same may be received subject to the inspection and test of a competent inspector to be designated by the party of the first part, to determine the percentage of value less than the sample aforesaid, and upon whose findings payment shall be made at a percentage of deduction twice greater than the difference in value between the articles so furnished and the price herein agreed to be paid.

ARTICLE 6. That it is agreed, however, that, before the United States shall be bound by this agreement the party of the second part shall furnish a joint and several bond in the sum of five (5) thousand dollars, duly executed, with two or more good and sufficient sureties; said bond to be conditioned for the faithful performance of this agreement, in all its particulars, by the said party of the second part.

ARTICLE 7. That it is agreed by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this agreement nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the agreement so far as the United States are concerned; all rights of action, however, for any breach of this agreement by the contracting parties being reserved to the United States.

ARTICLE 8. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

(a) If the contractor delivers at the agencies, this clause should be stricken out.

(b) If the contractor does not deliver at the agencies, this clause should be stricken out.

ARTICLE 9. That it is further agreed by and between the parties hereto that no Member of or Delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement or derive any benefit to arise therefrom.

ARTICLE 10. That this agreement is made subject to the approval of the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first-above written.

For and on behalf of the United States:

R. H. PRATT, [SEAL.]  
*Capt. 10th Cav'y, Sup't.*  
 TAYLOR MORRISON. [SEAL.]  
 WILLIAM HARTZEL. [SEAL.]

Witness—

GEO. Z. BENTZ.  
 S. H. GOULD.  
*As to all the signers.*

For directions for making out contracts, see p. —, *ante*.

*Schedule of articles referred to in the foregoing contract between Capt. R. H. Pratt, 10th Cav'y; Sup't, and Taylor Morrison and William Hartzell.*

No.	Quantity.	Articles.	Price per 100 lbs.	Total.
1	One hundred and twenty-five thousand (125,000) pounds.	Beef, net, to be delivered at the Indian Training School at Carlisle Barracks, Penn'a., at such times and in such quantities as may be required by the party of the first part, @ .....	7.50	\$9,375 00

DEPT OF THE INTERIOR,  
 OFFICE OF INDIAN AFFAIRS,  
*Washington, July 2d, 1883.*

Approved.

H. PRICE,  
*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*July 2, 1883.*

The within contract is hereby approved.

H. M. TELLER,  
*Secretary.*

PROPOSALS.

U. S. TRAINING SCHOOL FOR INDIAN YOUTH,  
*Forest Grove, Oregon, ———, 1883.*

Sealed proposals, indorsed "Proposals for supplies for Indian Training School at Forest Grove, Oregon," will be received at the above-named school until ———, ———, for the furnishing of beef, flour, and other articles. List of the same can be had by addressing the undersigned.

Contracts will be awarded to the lowest responsible bidder or bidders, subject to the approval of the Department of the Interior.

Proposals must be accompanied by a certified check upon some United States depository, payable to the order of the undersigned; for at least five per cent. of the amount of the proposal, which check shall be forfeited to the United States in case any bidder receiving the award shall fail to execute promptly a contract with good and sufficient sureties, according to the terms of his bid; otherwise to be returned to the bidder.

The right to reject any and all bids or any part of any bid is hereby reserved.

Proposals will be received for supplies and material separately, and must have a copy of this advertisement attached to each bid, and addressed to the undersigned.

Bidders are notified that their bids must be for the goods delivered at the school.

Further information may be obtained by addressing the undersigned at "Training School, Forest Grove."

H. J. MINTHORN, *Sup't.*

## CONTRACT FOR GOODS OR SUPPLIES.

This agreement, made and entered into this twenty-fifth day of June, one thousand eight hundred and eighty-three, by and between H. J. Minthorne, sup't U. S. Indian Training School, Forest Grove, Oregon, for and on behalf of the United States of America, party of the first part, and Joseph Emrich and James Stephenson, partners in business under the firm name of Emrich and Stephenson, at Forest Grove, Oregon, party of the second part, for themselves, their heirs, executors, administrators, and assigns, witnesseth:

That the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows:

ARTICLE 1. That the said party of the second part, for themselves, their heirs, executors, and administrators, hereby agrees to furnish and deliver in the Government warehouse, (a) or such other place or places in the city of Forest Grove, Oregon, as may be designated by the said party of the first part, (b) at the agencies named in the schedule hereunto annexed, to such agent of the United States as may be designated to receive the same, and within 270 days from the date hereof, in accordance with the terms of the advertisement of the said party of the first part, dated May 10, 1883, hereto attached, and which is made a part of this agreement, such of the articles named in said schedule (which schedule it is agreed shall also form a part of this agreement) as may not be stricken therefrom by the party of the first part before he signs this agreement.

ARTICLE 2. That the party of the first part, however, reserves the right to require a greater or less quantity, not exceeding twenty-five per cent. in either case, of any of the goods or supplies than that specified in the said schedule, at the price or prices therein stated.

ARTICLE 3. That the party of the first part agrees to pay, or cause to be paid, to the said party of the second part, themselves, their heirs, executors, or administrators, for all the goods and supplies received under this agreement, at the rate or price affixed to each article designated in said schedule; payment to be made on presentation, at the Office of Indian Affairs, of invoices of goods received after the same shall have been properly approved.

ARTICLE 4. That the party of the second part agrees that all goods or supplies to be furnished under this agreement shall be properly packed and marked, ready for shipment, according to directions, which will be given by said party of the first part.

ARTICLE 5. That it is agreed by and between the parties hereto that all goods or supplies offered for acceptance under this agreement shall be inspected by the samples thereof submitted with the proposals, by persons properly designated for that purpose by the party of the first part, and at such place as he may designate; and if, on such inspection, any of the said goods or supplies shall fail to conform to or equal said samples, the same shall be rejected, and the party of the first part shall have authority to require of the said party of the second part the delivery, within five days after such rejection, of proper goods or supplies in the place of those rejected. In case said party of the second part shall fail to deliver such proper goods or supplies within the said period of five days, then the said party of the first part shall have the right to purchase, or cause to be purchased, in open market or otherwise, such goods or supplies as may be required to supply the deficiency. And the party of the second part, and their sureties, shall be held accountable, under the bond which may be given for the faithful performance of this agreement, for any excess in the cost of the goods or supplies so purchased over and above the cost of the same at the price or prices designated in the schedule hereunto annexed: *Provided*, That in the case of any article to be furnished under this contract, if the quality of that offered shall be inferior to the standard of the sample upon which the contract was awarded, and the necessities of the service be such as to compel the party of the first part, or his agents, to accept the article or articles offered, then the same may be received subject to the inspection and test of a competent inspector, to be designated by the party of the first part, to determine the percentage of value less than the sample aforesaid, and upon whose findings payment shall be made at a percentage of deduction twice greater than the difference in value between the articles so furnished and the price herein agreed to be paid.

ARTICLE 6. That it is agreed, however, that before the United States shall be bound by this agreement the party of the second part shall furnish a joint and several bond, in the sum of four (4) thousand dollars, duly executed, with two or more good and sufficient sureties; said bond to be conditioned for the faithful performance of this agreement, in all its particulars, by the said party of the second part.

ARTICLE 7. That it is agreed by the party of the second part that, in conformity to the requirements of section 3737 of the Revised Statutes, neither this agreement nor

(a) If the contractor delivers at the agencies, this clause should be stricken out.

(b) If the contractor does not deliver at the agencies, this clause should be stricken out.

any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the agreement so far as the United States are concerned; all rights of action, however, for any breach of this agreement by the contracting parties being reserved to the United States.

ARTICLE 8. That it is agreed by and between the parties hereto that this contract may, by mutual consent, be changed, altered, modified, or abrogated, in whole or in part; but no such change, alteration, modification, or abrogation shall entitle the said party of the second part to increased rates of compensation over the rates herein specified.

ARTICLE 9. That it is further agreed by and between the parties hereto that no member of or delegate to Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this agreement or derive any benefit to arise therefrom.

ARTICLE 10. That this agreement is made subject to the approval of the Secretary of the Interior.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year first-above written.

For and on behalf of the United States:

H. J. MINTHORN, [SEAL.]  
*Sup't Forest Grove, Oregon.*

Witness:

ALONZO F. BLOOD,  
 SAMUEL T. WALKER,  
*Forest Grove, Oregon.*

JOSEPH EMRICH, [SEAL.]

J. W. MARSHAW, *Dilley, Oregon.*  
 CHAS. F. WOODS, *Forest Grove.*

JAMES STEPHENSON, [SEAL.]

J. W. MARSHAW, *Dilley, Oregon.*  
 CHAS. F. WOODS, *Forest Grove.*

For directions for making out contracts see p. —, *ante*.

*Schedule of articles referred to in the foregoing contract between H. J. Minthorn, sup't U. S. I. T. School, Forest Grove, Oregon, and Joseph Emrich and James Stephenson, under firm name of Emrich & Stephenson :*

No.	Quantity.	Articles.	[Price.	Total.
1	Twenty thousand (20,000) pounds.	Fresh beef, net (boil, 9; roast, 12; steak, 15).	12	2,400 00
2	Ten thousand (10,000) pounds.	Fresh mutton, net.....	10	1,000 00
3	Five thousand (5,000) pounds.	Fresh fish, net (in season) .....	07	350 00
				3,750 00

To be taken at the shops of Emrich and Stephenson, Forest Grove, Oregon.

DEPARTMENT OF THE INTERIOR,  
*Washington, Sept. 14th, 1883.*

The within contract is approved.

M. L. JOSLYN,  
*Acting Secretary.*