

OIL LEASES OF THE SENECA INDIANS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

IN RESPONSE TO SENATE RESOLUTION OF APRIL 29, 1897,
REPORT RELATIVE TO THE OIL LEASES OF THE SENECA
INDIANS.

MAY 11, 1897.—Referred to the Committee on Appropriations and ordered to be
printed.

DEPARTMENT OF THE INTERIOR,
Washington, May 11, 1897.

SIR: I have the honor to acknowledge the receipt of the following
resolution, dated 29th ultimo:

Resolved, That the Secretary of the Interior be, and he hereby is, instructed to
investigate and report forthwith to the Senate:

Whether the lease made by the council of the Seneca Nation of Indians of New
York to the Seneca Oil Company in December, 1896, was in conformity to section
2116, Revised Statutes of the United States, and whether the same is valid in form
and in law; whether the said lease was procured by corruption or other illegitimate
methods; whether the lease of Daniel E. Shongo is in conformity with the laws and
usages of the Seneca Nation of Indians, and is valid, with the quantity of land covered
by the lease and mining right aforesaid, and the value thereof, and the number
of Indians resident thereupon. Also, whether the ratification of said lease is neces-
sary, and for the benefit of said Seneca Nation of Indians; and what is the measure
of a fair bonus and royalty upon an oil lease upon said lands in view of their present
and probable production.

In compliance with the resolution, I have caused as thorough and
careful investigation of the leases in question to be made as the limited
time would allow, and herewith transmit the report of United States
Indian Inspector Province McCormick, the officer detailed by me to
visit the Seneca Reservation and make the investigation.

From Inspector McCormick's report it appears that the ratification
of the oil lease of the Seneca Oil Company would be for the benefit of
the Seneca Nation.

Very respectfully,

C. N. BLISS, *Secretary.*

The PRESIDENT OF THE SENATE.

WASHINGTON, D. C., *May 9, 1897.*

SIR: In pursuance of your instructions to investigate and report with reference to the lease granted to the Seneca Oil Company by the council of the Seneca Nation of Indians on December 3, 1896, the title of Daniel E. Shongo for lease on part of the same lands, and the present value of the lands claimed by the Seneca Oil Company, and whether the United States Revised Statutes, section 2116, was complied with, also whether it is for the benefit of said Seneca Indians that said lease shall be ratified.

I have made as thorough an examination as possible in the short space of time given me, and I respectfully submit the following report:

I herewith hand you copy of the testimony taken before me, offered by the various parties interested in the matters submitted for my investigation, and from these and a personal investigation of the affair I am satisfied that Daniel E. Shongo has no good or valid title to any portion of the land claimed by him under his oil lease from the individual members of the council; that his lease was not granted in accordance with the usages and customs of the Seneca Nation of Indians; that it never has been ratified by the council of the nation, when in session or at any other time as a council. Daniel E. Shongo, in his sworn testimony, admits that the council in its session refused to ratify what several individual councilors as individuals had agreed to do, but who, when acting in their official capacity as councilors, did not confirm by their votes the promises made as individuals.

I am further satisfied that there was undue influence brought to bear upon the members of the council of the Seneca Nation of Indians on or about the first part of December, 1896, when the council of said nation of Indians leased certain lands for oil.

When this council met in December last for the purpose of leasing their land, there was a general scramble for the territory. The evidence shows that seven companies or their representatives were present at the council meeting, and that each and every one were pulling wires in every direction, and that the Seneca Oil Company, making the best offer, secured the lease.

The mode adopted by the council of receiving bids was in writing, except the first day that bids were received the Seneca Oil Company made their bid of \$1,000 orally. The bidder was allowed, after handing in his bid, to withdraw same and revise it whenever he heard that any opponent had overbid him. This was an unwise procedure on the part of the council, as it has led to the charge being made that the clerk was paid to suppress the bid of at least one from the other competitors. The agent or one of the representatives of the South Penn Oil Company, who was Hudson Ainsly, the present attorney for the Seneca Oil Company, now admits in his testimony that his company, the South Penn, paid the clerk the sum of \$1 to suppress their bid from the other competitors.

Another bidder, Mr. McElwaine, testifies that his bid was not even read by the clerk to the council, but laid upon the table or the desk of that official unopened and unread. In response to the question as to whether he had used any undue influence upon any of these councilors in the shape of money, he declined to answer. I could draw but one inference from his refusal.

From the evidence of the Indian councilors, all of whom but two were examined by me, I am satisfied that the surrendering of the Barker lease operated to as great if not a greater extent in the Seneca Oil Company procuring this lease than did the bonus offered by said company.

I find there is a difference of opinion with respect to the validity of the William Barker lease made by the Seneca Nation of Indians on January 3, 1893. The Seneca Oil Company claimed the said lease was not forfeited in December, 1896, when the council ratified and approved transfer from Barker to the Seneca Oil Company. Other parties, interested, claim that all rights under that lease had been forfeited, for the reason that the lessees did not comply with the conditions in drilling the wells therein stipulated to be drilled. The validity of this lease, if the present Seneca Oil Company's lease is not ratified, will have to be determined by the courts. If it should be determined that the Barker lease was binding at the time of making the lease with the Seneca Oil Company, then the Seneca Nation, in my opinion, did right in ratifying it, and the Seneca Oil Company was the best lease for them to have made. The charge of bribery is difficult to prove.

To anyone familiar with Indian character it is well known that he will never divulge the name or names of those from whom he has received money for such purposes, nor can any inducements be offered him to disclose from whom he received intoxicating drinks of any kind. I am satisfied that there were many irregularities in the proceedings. I am also satisfied that there was money and probably other influences used by the competing companies present to secure votes; but the evidence is like a ripple under muddy water—it is there, but under the surface.

Section 2116, Revised Statutes of 1834, was not complied with, in that no representative of the Government in his official capacity was present. The Seneca Oil Company claimed that it was not necessary that such representative should be present, and say that the said section was modified by the laws of 1871, section 2079, and cite as authority the case of *The People of the United States v. Kagama*, reported in 118 United States Reports, page 375; also chapter 90 of the acts of Congress, 1875.

The evidence of Hon. O. S. Vreeland, judge of the county court, is hereby referred to, he having been placed upon the witness stand by the Seneca Oil Company in substantiation of their position as to the validity of section 2116. This testimony is respectfully referred to, and is marked "Exhibit A."

From the best evidence and personal investigation I think the value of the land claimed by the Seneca Oil Company under their lease—to wit, about 4,000 acres of the reservation, being all that portion lying east of the boundary of the village of Salamanca, excepting those portions in the incorporated villages—is to-day worth a bonus of about \$30,000 in addition to the royalty, the Seneca Oil Company having drilled thereon since December, 1896, eight wells, at an expense of about \$15,000 to \$20,000, three of which wells are dry or nonproductive, and five are now producing on an average of about 70 barrels per day. At the time this lease was granted the value of this land for oil purposes was more or less speculative.

The evidence does not show that the councilors were drunk or under the influence of liquor. One or probably two of them admitted that they had a drink, but there is no evidence to show that it was furnished by the Seneca Oil Company or any of the competing companies. If this lease was purchased by the use of money in bribing individual councilors, the evidence does not show it. As stated above, I am of the opinion that the companies who were competing for this land went there to get the better of the Indian, by bribery or other means if necessary. The proceedings were so irregular that I am satisfied that money and other influences were brought to bear by all of them in

trying to secure the votes of the council. A much higher price or bonus could probably have been secured by the Seneca Nation if there had been open competition to the highest bidder at auction.

All of the above, together with copies of testimony and copies of bids or offers made, so far as I have been able to obtain the same, and other papers which I deemed of interest and value in this investigation, are respectfully submitted.

I desire to state that I have not had time to mark the different exhibits as they should have been, and refer to them specifically in this report. I have based my estimate of the present value of this land upon the expert testimony given by gentlemen who have been oil producers for years.

From the conversation had with some of these Indians, I am of the opinion that any white man or men who makes application to the Seneca council of the Seneca Nation for any privileges on their reservation will have to pay the councilors individually, outside of the bonus to the nation, what they call tobacco and cigar money or grease money.

I am instructed to state whether it is to the benefit of the Seneca Nation of Indians to have this lease ratified.

I have no hesitation in recommending that it is to the benefit of the Seneca Nation to have this lease ratified for the following reasons:

First. If it is not ratified, the Seneca Oil Company will fall back upon the William Barker lease, which they claim is valid.

Second. It will produce a long and tedious litigation, with results uncertain.

Third. During the progress of this litigation the Seneca Nation of Indians would be deprived of all revenue from this oil land.

Fourth. The evidence shows that the reservation is a long narrow strip of country, and that parties who own oil leases contiguous or adjoining can, by boring or drilling wells on the borders, drain to a considerable extent the oil from the reservation. Therefore I can see no good but much evil to result to the Indian from the nonratification of this agreement.

Fifth. The Seneca Nation themselves desire its ratification. They have just had their annual election of president, treasurer, sixteen councilors, and other officers. The issue was squarely drawn on the Seneca oil lease. Those in favor of the lease won by a good majority.

SUMMARY.

First. The evidence does not show that the lease of the Seneca Oil Company was procured by bribing the Indians.

Second. The evidence shows that section 2116, Revised Statutes, 1834, was not complied with, inasmuch as no representative of the General Government was present in his official capacity.

Third. The evidence shows conclusively that Daniel E. Shongo has no valid claim whatever to the land claimed by him.

Fourth. The evidence shows that the present value of the land in question, which includes expenditure already made by the Seneca Oil Company of \$15,000 or \$20,000 in developing the property, to be worth \$30,000 bonus outside of the royalty.

Fifth. I would respectfully recommend the ratification of the lease to the Seneca Oil Company for reasons heretofore stated.

Very respectfully,

P. McCORMICK, *Inspector.*

The SECRETARY OF THE INTERIOR.

TESTIMONY.

HUDSON ANSLEY, being duly sworn, upon examination by Mr. MULLEN, testified as follows:

Q. You are an attorney at law?—A. Yes, sir.

Q. Are you an attorney for the Seneca Oil Company?—A. I have been doing some business for them.

Q. Are or have you been acting as attorney for the Seneca Nation of Indians?—A. Yes, sir; I have been.

Q. You were the attorney who appeared in the courts of Cattaraugus County in the action that was commenced against the white men who were acting under Daniel E. Shongo, were you not?—A. Yes, sir.

Q. Who did you appear as attorney for?—A. For the Indians.

Q. Did they retain you or did the Seneca Oil Company retain you?—A. The Indians retained me.

Q. What witnesses were sworn for the Seneca Nation of Indians?—

A. I don't know as I can tell; I think the president and Mr. Fancher.

Q. Mr. Fancher is interested in the Seneca Oil Company, is he not?—A. I so understand it; yes, sir.

Q. Was Mr. Jenkins, attorney for the Seneca Nation of Indians, present or represented there?—A. He was not present.

Q. He is appointed by the governor of the State of New York as attorney for this nation of Indians, is he not?—A. Yes.

Q. Did you appear for him?—A. No, sir.

By Mr. McCORMICK, inspector:

Q. Were you employed just in one case for them or were you their general attorney?—A. I was employed in two cases—the case that you speak of and this. I was attorney for the nation for ten years.

Q. Was that just prior to the Seneca Oil Company obtaining this lease?—A. I think my term expired in 1892; I have done more or less business for them all the time.

Q. Did you act as attorney for the Seneca Oil Company in obtaining this lease?—A. No, sir; I was present at the council though.

Q. Whose interests were you representing there?—A. I was there for the Standard Oil Company.

Q. Did you put in a bid for them?—A. Yes, sir.

Q. What was that bid?—A. The final bid was \$2,000 cash and \$2,000 if oil was found in paying quantities.

Q. Was your bid read?—A. I don't know; it was delivered to the clerk.

Q. Did your company offer any bids outside of the bonuses to individual Indians to grant you the lease?—A. Not that I know of.

Q. Did you offer any inducement for your company?—A. No, sir.

Q. Do you know of your own knowledge whether any inducements were made by any other companies there?—A. I do not.

By Mr. MULLEN:

Q. Who are you appearing for in these proceedings here?—A. I hardly know myself; I came up here this morning on my own account; after I got here I understood that these gentlemen were here and I was sent for to come over here. I telephoned to Mr. Fancher and I stated to him I would look after the proceedings until he got here, and I did. I suppose I shall charge the Seneca Oil Company.

Q. You are representing the Seneca Oil Company, are you not?—A. I think so.

Q. What interest have you got in the Seneca Oil Company?—A. Not any.

Q. Do you know what interest Congressman Hooker has in the Seneca Oil Company?—A. I do not.

Q. Do you know if he has any interest?—A. I don't think he has.

Q. Or his wife?—A. No, sir.

Mr. ANSLEY makes a further statement:

The Standard Oil Company, then called the South Penn, as I understand, in the interest of the Standard Oil Company requested me to go to the council and assist them in procuring a lease. I went down one day with Mr. Howard, superintendent of the National Transit Company, and the next day Mr. Jack came and we maneuvered around there trying to get a lease; on the third day Mr. Jewell was there, the day that the lease was finally granted, and I said to him that the offer which they had made I didn't believe the council would accept. My recollection now is that they offered \$1,000 in cash and \$1,000 after oil was discovered in paying quantities. I said to Mr. Jewell that I didn't believe the council would grant that lease, and that he had better raise it as high as he thought the company would stand; so about noon on the third day we put in another proposition raising it to \$2,000 cash and \$2,000 when oil was found in paying quantities, with a graded royalty from one-eighth to three-eighths. The council was in session until they voted to accept the Seneca Oil Company's proposition. The proposition that the Standard made covered the entire Allegany Reservation. After they had granted the Seneca Oil Company's lease, Mr. Vreeland, representing the Seneca Oil Company, got up and thanked the council and stated that they would do as they agreed—that is, they would surrender all of the land described in the Barker lease excepting what was east of the boundaries of Salamanca village. Mr. Jack, in behalf of the Standard Oil Company, then got up and offered the nation \$1,000 and to put down ten test wells, for the balance of the reservation, which they ceded back to them in their lease, and the council refused to accept that proposition.

By Mr. MULLEN:

Q. Who are the members of the Seneca Oil Company?—A. Edward B. Vreeland, Albert T. Fancher, John P. Colegrove, Eva F. Hubbell.

Q. Is E. B. Vreeland a brother of Judge Vreeland, Cattaraugus County judge?—A. Yes, sir.

Q. Before whom this proceeding was had?—A. Yes, sir.

Q. Wasn't the offer made by the South Penn Oil Company \$2,000 on the signing of the lease and \$2,000 when the lease was approved by the Secretary of the Interior or by Congress, whichever should be deemed necessary; and was there any condition in regard to the payment of this sum, on the condition oil was found in paying quantities?—A. I am not positive. I am inclined to think you are right about it. I think that the proposition was \$2,000, and it was on the condition that the lease was approved by Congress.

By the INSPECTOR:

Q. Was there any personal representatives of the Government at the time of the making of this lease?—A. There was no one there the last day, unless Mr. Jewell was there. The attorney, Mr. Jenkins, was there.

Q. Was Mr. Jewell there in his official capacity?—A. Mr. Jewell stated he was not there in his official capacity.

HUDSON ANSLEY.

Sworn to before me this 3d day of May, 1897.

P. McCORMICK, *Inspector*.

HUDSON ANSLEY recalled:

Q. You heard Mr. Jewell testify?—A. Yes, sir.

Q. In regard to a conversation which he says he had with Mr. Vreeland in your presence at your office in February last?—A. I remember the conversation was—

Q. Did Mr. Vreeland tell Mr. Jewell in your presence that he (Mr. Vreeland) had paid to the clerk or president of the nation at their council in December \$1 or any other sum if the clerk or president would not disclose their last bid for the lease, or that in substance?—A. I didn't hear him say so.

Q. State what you said, if anything, upon the subject of your paying to the clerk any money for that purpose.—A. I said to Mr. Jewell that Mr. Jack or I paid the clerk a dollar not to show their last bid—the bid that Mr. Jack made—the South Penn Oil Company.

Q. Was that the only conversation upon the subject of having paid any money to any officer for that purpose that you heard between either you or Mr. Vreeland or Mr. Jewell?—A. It was.

By Mr. MULLEN:

Q. That dollar was given for the purpose of suppressing competition?—A. You might call it that.

Q. And it was for the purpose of having the clerk suppress it so they might not raise it?—A. You might call it that.

By Mr. VREELAND:

Q. Which do you consider was the best proposition there to the nation?—A. The Seneca Oil Company's.

By Mr. MULLEN:

Q. Did you know or did you communicate with Mr. Jack and talk with him about the amount of the Seneca Oil Company's bid before the bid was taken?—A. I talked about the bid; but not about the \$3,000 raise.

Q. Did you know about the raise then?—A. No.

Q. Did Mr. Jack know it, so far as you know?—A. No.

By Mr. VREELAND:

Q. Were you up town or out a considerable part of the time on the last day?—A. I was out and in.

Q. Did Mr. Jack and Mr. Howard stay there constantly to look after the bids?—A. They were there the most of the time.

HUDSON ANSLEY.

Subscribed and sworn to before me this 6th day of May, 1897.

P. McCORMICK, *Inspector*.

RENA PLUMBER examined.

By Mr. MULLEN:

Q. You are an Indian woman residing on the Cattaraugus Reservation?—A. At Salamanca.

Q. You were present at the council meeting at the time the lease was given to the Seneca Oil Company?—A. Yes.

Q. Did you notice whether or not any liquor was used among the councilors?—A. I know two of them that did drink, and of course the rest I couldn't say.

Q. Who furnished the liquor?—A. I don't know who, excepting one man.

Q. Who was that?—A. Herman Gang.

Q. Who is he?—A. He is a hotel keeper in Salamanca.

Q. Were any of the councilors under the influence of liquor?—A. I saw two, and that is all that I know of.

By Mr. ANSLEY:

Q. Who was it that was drunk?—A. Eli Jamison and Wallace Halftown.

Q. Where did you see them drunk?—A. I saw Eli Jamison take a drink in the cooking department.

Q. Did Herman Gang give it to him?—A. No, he gave the liquor to Gus Johnson. I was in the bedroom fixing my dress, and they came in there. Herman offered me a drink, but I didn't take it; but Gus took it.

Q. Did you see them drink more than once?—A. No.

Q. Do you know who Herman Gang was there for?—A. No; but I suppose they were friends of the Seneca Oil Company.

Q. You don't know as he was, do you?—A. No, I don't.

Q. And that is the reason why you have come up here to tell about it?—A. No, I didn't come up here on purpose to be sworn. I came up to Carrollton on some other business.

Q. Who did you see at Carrollton?—A. Phillip Fatty, and Mr. Dan Shongo, I saw at Salamanca.

Q. Do you know that Halftown didn't vote for this lease?—I don't know whether he did or not; he was so drunk he didn't know what he was doing. He was asleep.

Q. Which Halftown was that?—A. Wallace.

Q. Which day was that?—A. The very day the lease was granted; he was drunk all during the council.

Q. You don't know that he didn't vote for the Seneca Oil Company's lease?—A. I know he stuck up for another company.

Q. Which company?—A. I think it was the Eastern Oil Company.

By the INSPECTOR:

Q. What were you doing at this council?—A. I was interested in the land business; I wanted a piece of land, and I wanted the council to give me a permit; a very small portion we wanted—me and my brother.

Q. Did you get your land?—A. Indeed, we did not.

Q. You were present there how long—all three days?—A. Yes, I was there.

Q. Do you know whether any money was given to these councilors or not?—A. No, sir; I do not.

Q. Did you hear any discussion among them about getting any money privately?—A. No, I did not; outsiders were talking.

Q. You didn't hear anybody offer the council anything?—A. No, sir; I did not.

By Mr. ANSLEY:

Q. The piece of land you wanted was inside the village?—A. Yes, inside Carrollton.

Q. Inside the corporation?—A. Yes.

IRENE PLUMMER.

Sworn to before me this 3d day of May, 1897, at Olean, N. Y.

P. McCORMICK, *Inspector*.

PHILLIP FATTY sworn:

By Mr. MULLEN:

Q. You are an Indian residing on the Cattaraugus Reservation?—A. The Allegany Reservation.

Q. State if you were present at the meeting of the council of the Seneca Nation at Shongö on or about December 3, 1896, at the time they were considering the leases.—A. Yes; I was over there in the morning along about 10 o'clock.

Q. What day?—A. Third day, I think.

Q. Was it the first day of the council?—A. No, I can't say just what day it was. I had some papers—

Q. Did you see Herman Gang there?—A. I saw him in Salamanca that day.

Q. Did you see him at the meeting of this council?—A. Yes; I did.

Q. Who is he?—A. He is a hotel keeper in Salamanca.

Q. Do you know whether or not he had liquors there which he was furnishing the councilors?—A. I can't say; I didn't see that he furnished any, but I had conversation with him about it.

Q. What did he say?—A. He said that if the council needed any of my help I would go down there, or if the Seneca Oil Company wanted I should help I would go down there; I would just do the way it has been done along back—that is, he meant a few years back, such as the lease of 1875, when they renewed their 12-year lease, and after that the 99-year lease. It was done at that time—some individual people wanted leases or anything in the council—that he should take someone there and talk with the councilors, just such a one, and get enough to carry the votes—a majority.

Q. He was there for the Seneca Oil Company?—A. Yes; for the Seneca Oil Company. He would take a little stick down there with him.

Q. What did he mean by that?—A. I took it to be whisky or some intoxicating liquors. I often see an Indian walk up to the bar and say he would like a little stick, and he would set the bottle of intoxicating drink on the counter.

Q. Do you know whether or not he took a satchel full of liquor down there at that time?—A. No, I do not; I heard such things.

By Mr. ANSLEY:

Q. You are some relation of Daniel E. Shongo?—A. A distant, I think.

Q. How distant?—A. I think fourth cousin.

Q. Do you belong to the same tribe?—A. Yes.

Q. Do you know William Hoag?—A. Yes.

Q. He doesn't drink liquor, does he?—A. Not that I know of. I never saw him take a drink.

Q. He is a temperance man, is he not?—A. Yes; mostly.

By Mr. MULLEN:

Q. You know Daniel E. Shongo?—A. Yes.

Q. Does he drink liquor?—A. I think not. I never saw him take a drink.

Q. What is his general reputation in the tribe for truth and veracity, a good or bad man?—A. Good.

Q. He is an ex-councilor of the nation?—A. Yes.

By the INSPECTOR:

Q. Were any of the councilors under the influence of liquor?—A. Yes.

Q. How many of them?—A. One, that I can be positive. His name is Jacobs.

Q. Is he the only one that you saw that you thought had been drinking?—A. Yes.

Q. Did you hear of any money being offered to these councilors to make this lease?—A. No.

PHILLIP FATTY.

Sworn to before me this 3d day of May, 1897, at Olean, N. Y.

P. McCORMICK, *Inspector*.

ED. SHONGO examined.

By Mr. MULLEN:

Q. You are a Seneca Indian, aren't you, residing on the Allegany Reservation?—A. Yes.

Q. Were you present at the meeting of the council in December when they granted the lease to the Seneca Oil Company?—A. Yes.

Q. Did you see any liquor drank or used there by the members of the council?—A. Yes.

Q. Who by?—A. Herman Gang.

Q. Where did he have the liquor?—A. Had it in the barn.

Q. A barn near the council house?—A. Yes.

Q. Did you see him furnish liquor to any of the Indian councilors?—

A. I saw two or three of them.

Q. Who were they?—A. Frank Patterson and Frank Seneca, and the other one—I have forgot who he was.

Q. Was he one of the councilors?—A. Yes.

Q. Describe just what you did see?—A. I saw just one man drink there. Frank Seneca said, "Let's get through," and then he went out.

Q. Were they all drinking?—A. Yes.

Q. Who was furnishing the liquor to them?—A. Herman Gang.

Q. Was that before they had their meeting?—A. No.

Q. Afterwards?—A. Yes.

Q. Was the meeting going on when they had it?—A. Yes.

Q. Do you remember what day this was?—A. No.

Q. Was it on the first, second, or third day of their meeting?—A. I don't remember.

By Mr. ANSLEY:

Q. Whose boy are you?—A. Pete Shongo's.

Q. He is a brother of Daniel?—A. Yes.

Q. Where do you live?—A. Shongo.

Q. Does your father live there?—A. Yes.

Q. Does your mother live there?—A. Yes.

Q. Do they live together, your father and mother?—A. I live with my mother.

Q. Where does your father live?—A. He lives with my brother.

Q. He don't live at home?—A. No.

Q. What time of day was this you saw them drinking?—A. In the afternoon.

Q. What time in the afternoon?—A. About 3 o'clock.

Q. You don't know whether it was the first, third, or second day of the council?—A. No.

Q. Do you know what it was they were drinking?—A. It looks like whisky.

Q. Did you taste of it?—A. No.

Q. What barn was it in?—A. Silverheel's barn.

Q. How far from the council house?—A. Just a little ways.

Q. Ten or fifteen rods?—A. Yes.

Q. Was Harrison Halftown there?—A. No.

Q. Was Wallace Halftown there?—A. No.

By the INSPECTOR:

Q. Did you see these three men and any white men having any conversation?—A. No.

Q. Were not talking at all?—A. No.

By Mr. ANSLEY:

Q. Was Frank Patterson drinking there?—A. Yes.

Q. Do you know whose lease he voted for in the council?—A. No.

A. T. FANCHER examined.

By Mr. MULLEN:

Q. You are a member of the Seneca Oil Company?—A. Yes, sir.

Q. Were you present at the time this lease was obtained from the Seneca Nation?—A. I was.

Q. Who else representing the Seneca Oil Company was there?—A. Mr. Vreeland and myself.

Q. Is that all?—A. Yes.

Q. What did you gentlemen pay for that lease?—A. We paid \$1,000 at the time we received it and \$3,000 after that—after we got paying wells.

Q. The agreement was that you were not to pay this \$3,000 unless oil was found in paying quantities?—A. Yes.

Q. Who made the offer to the council?—A. Mr. Vreeland.

Q. How did he make it?—A. He made a written proposition.

Q. Did he make an oral proposition?—A. He made an oral statement at the opening.

Q. What was that offer?—A. That was \$1,000 cash on the granting, or extending, of our old lease that we were holding under—the Barker lease—and he agreed at that time to release all the land belonging to the Nation excepting above Salamanca. The old lease that we were claiming under covered all the three reservations, Cattaraugus, Alleghany, and Oil Spring.

Q. That was what was known as the Barker lease?—A. Yes.

Q. Who did you buy that from?—A. Mr. Barker.

Q. Did Congressman Hooker have any interest in it?—A. I done the business through Hooker. He didn't have any interest in it to my knowledge.

Q. You did all the business through Mr. Hooker?—A. Yes, sir.

Q. Is he your attorney?—A. No, sir.

Q. He owned this lease, did he not?—A. No, sir; Mr. Barker.

Q. Didn't Mr. Hooker have an interest in it?—A. Not to my knowledge.

Q. Did his wife?—A. Not to my knowledge.

Q. It was claimed that the lease had expired by its own limitations, was it not?—A. We didn't claim it.

Q. Wasn't it claimed by the Indians?—A. I didn't know that it was; no.

Q. What was the object in making this oral offer of \$1,000 and the eighth royalty, and then making this secret offer in writing?—A. There was no secret offer made.

Q. You did not make this offer in writing after you made this oral one?—A. They were both in writing. The first proposition was in writing also, and then when the other people raised their bids he raised his bid to \$4,000 and from one-eighth to three-eighths graded royalty for about 4,000 or 5,000 acres of the land—I don't know just how much.

Q. Did you or Mr. Vreeland ask the councilors not to disclose the amount of your bid?—A. No, sir.

Q. Did you pay them money not to disclose the amount of your bids?—A. No, sir.

Q. Neither you nor Mr. Vreeland?—A. No, sir.

Q. Were you not present at a conversation between Mr. Vreeland and Indian Agent Jewell, in which Mr. Vreeland stated that he had paid these councilors money to suppress the amount of these bids?—A. I was there present at the meeting, but there was no such statement made by Mr. Vreeland.

Q. Who did make the statement?—A. Mr. Ansley made what statement was made.

Q. Did he make that statement?—A. Mr. Ansley stated to Mr. Jewell that he advised Mr. Jack when he sent up his second offer to give the clerk a dollar to not say anything about it, and he said Mr. Jack done it; that is the exact conversation.

Q. Did he make the statement that I asked you about? Did you hear Mr. Ansley say that money had been paid to the councilors to suppress the amount of these bids?—A. I heard Mr. Ansley make the statement I have repeated.

Q. In what capacity was Mr. Ansley acting—is he a member of the Seneca Oil Company?—A. No, sir.

Q. Is he attorney for the Seneca Oil Company?—A. He is now.

Q. And was at the time of this meeting?—A. Yes, sir.

Q. What position did you occupy in the Seneca Oil Company?—A. Simply a partner.

Q. Did you occupy any office?—A. No, sir.

Q. Who is the president?—A. There is no president, simply a partnership.

Q. Did you have a secretary?—A. No.

Q. A bookkeeper?—A. No.

Q. Who is familiar with all the facts concerning the methods and operations of the Seneca Oil Company?—A. Mr. Vreeland and myself run the company.

Q. Do you know of all the money that has been paid out by the company, for the various matters in reference to your operating this property and obtaining this lease?—A. I know principally about it; I don't know the exactness of it; Mr. Vreeland draws the checks.

Q. You look over the bills, do you?—A. We never have had time yet to look them over.

Q. How much money was paid by you to the Seneca councilors outside of the bonuses that you have testified to?—A. Not a dollar.

Q. How much money was paid in your behalf by other parties?—A. Not a dollar.

Q. You swear to that positively, do you?—A. Yes, sir.

Q. Do you know whether or not Mr. Vreeland paid money out to these men?—A. Not to my knowledge, he didn't.

Q. What is the production of the five wells that you drilled on this property—the present production?—A. We have a statement down to Salamanca that will show. I can't tell you exactly; we can put it in evidence when we get down there.

Q. At the time you obtained this lease, what was the nearest producing oil well to the line of your reservation?—A. The Donahue well must be three-quarters of a mile.

Q. That was producing how much oil at that time?—A. I don't know what the production of it has been.

Q. It was a large well?—A. It was a fair well, I guess.

Q. That was producing there at the time you obtained this lease?—

A. I am not positive that it was, but it strikes me that it was.

Q. You knew of the fact that Daniel E. Shougo had a rig erected on this land?—A. I knew someone had.

Q. Claimed by him, wasn't it?—A. That wasn't the impression that I had of it.

Q. That rig was standing on this land at the time you obtained your lease from the Seneca Nation?—A. It wasn't there when we bought our lease of Mr. Barker; I don't remember just when it was built; it was built about the time that everybody was trying to get it.

Q. All the appliances were there ready for drilling, weren't they?—

A. I don't think they were.

Q. Do you know the fact that the drillers who went there to drill that well were summoned by the sheriff to appear at Little Valley to show cause whether or not they were trespassers on Indian lands?—

A. Yes.

Q. You were a witness in that proceeding?—A. Yes.

Q. Who instigated that proceeding?—A. The Seneca Nation of Indians, through Mr. Hoag, their president.

Q. Who asked Mr. Hoag to do it?—A. I made the complaint to him.

Q. Mr. Ansley was the attorney in the matter?—A. Yes.

Q. And you were one of the witnesses?—A. Yes.

Q. Mr. Hoag the other?—A. Yes.

Q. Mr. Hoag was present up there and saw what was going on?—A. Yes, he had as much to do about it as anybody.

Q. Do you know of the fact that on the day that this hearing was taking place at Little Valley this rig was torn down?—A. Yes.

Q. Do you know who tore it down?—A. I know who ordered it torn down.

Q. Who did?—A. Mr. Hoag.

Q. Didn't the Seneca Oil Company order it torn down?—A. No, sir.

Q. Did they instruct Mr. Hoag to have it torn down?—A. No, sir.

Q. Were they connected with the matter in any way?—A. No more than being glad that it was torn down, and that he ordered it. As long as we held the lease of the property we were glad to have it taken off. The Seneca Oil Company didn't instruct Mr. Hoag to have it torn down.

Q. And had no connection with it in any way, shape, or manner?—A. No.

Q. There was some expense connected with tearing down this well and moving it away; who paid that expense?—A. I think that the Seneca Oil Company told Mr. Hoag, after it was over with, that they would reimburse them.

Q. Did they pay Mr. Hoag?—A. I think they paid the bills.

Q. Did they pay Mr. Hoag the bills?—A. At his suggestion.

Q. Didn't they pay the men directly?—A. Yes; I think they paid the bills.

Q. Did you pay Mr. John Sheehan, a contractor from Bradford, money for removing this stuff?—A. I think we did.

Q. You didn't pay that through Mr. Hoag?—A. Through his suggestion.

Q. You paid Mr. Sheehan yourselves?—A. Yes, sir.

Q. Did the Seneca Oil Company employ him to move this stuff?—A. I don't think they did.

Q. You don't know that they did?—A. I don't know about that; I wasn't there.

Q. This Barker lease that you obtained on assignment of Barker had run out, had it not?—A. No, sir.

Q. According to its own provisions?—A. No, sir.

Q. Didn't it provide for the drilling of a certain number of wells within a certain time?—A. No, sir; we had five years, according to the terms of the lease, to drill five wells.

Q. And no well had been drilled?—A. The lease had been given only three years; we had five years to complete the drilling of five wells. We had the opinion of three as good judges as there is in this judicial district that the lease was valid; we will put it in evidence.

Q. Do you know Mr. Gang from Salamanca?—A. Yes.

Q. What connection did he have with the Seneca Oil Company in obtaining this lease?—A. Not any whatever.

Q. Was he paid by you to go out there to Shongo?—A. No, sir.

Q. Did you have any conversation with him at all?—A. No, sir.

Q. Did Mr. Vreeland?—A. Not to my knowledge.

By Mr. ANSLEY:

Q. You were present when the vote was taken upon this lease?—A. Yes.

Q. The proposition that you made to the council was simply to ratify and extend this Barker lease?—A. Yes.

Q. It wasn't for a new lease?—A. No, sir.

Q. You knew the names of the councilors?—A. I know the names of a good many of them; not all of them.

Q. Do you know how Frank Patterson voted, whether he voted in favor of your company or against you?—A. He voted against our lease.

Q. Do you know how Wallace Halftown voted?—A. He voted against us.

Q. To your knowledge, was any money paid to the president or clerk or anybody by any member of the Seneca Oil Company not to divulge your bid?—A. No, sir.

Q. When was your last bid put in that you made to the council?—A. After dinner the last day.

Q. Did they have any recess or adjournment from that time until the final vote was taken?—A. I don't think they did.

Q. They were in session continuously after your bid was put in until the vote was taken?—A. That is as I remember it.

Q. Did you see any of the councilors there that day under the influence of liquor?—A. No, sir.

By the INSPECTOR:

Q. How many men composed the Seneca Oil Company?—A. Three men and one woman.

Q. Give me the names?—A. Edward B. Vreeland, John P. Colegrove, Eva F. Hubbell, and myself.

Q. Is your company incorporated?—A. No, sir.

Q. You have no president and no secretary?—A. No; it is a partnership.

Q. Have you a manager?—A. Mr. Vreeland and I manage it ourselves. We have a man employed as a field man and I am up there the most of the time and we run it ourselves.

Q. Doesn't some particular one draw the checks?—A. Mr. Vreeland draws the checks.

Q. Has he full power to pay as he pleases without consultation with the balance of you?—A. Yes; we all understand the business and we are all there.

Q. You must have frequent conferences?—A. We do, every night. Mrs. Hubbell is my sister, and I look after her interests—she trusts me with it; she doesn't have to be conferred with. Dr. Colegrove lives in Salamanca and Mr. Vreeland and I stop there. Colegrove is up there the most of the day, too.

Q. How many acres of land were in the original Barker lease?—A. 55,000 acres.

Q. How many acres of land in your present lease?—A. I suppose a little over 4,000.

Q. You stated that you considered the Barker lease a valid one and that it had not expired?—A. Yes, sir.

Q. If that was the case, what induced you then to surrender a lease of 55,000 acres that was valid in lieu of one for 4,000?—A. We heard those other people were all going into the council for leases, and we realized the strength of the Standard Oil Company, and we were advised that we had better go in and have them recognize our lease and not give the lease to the Standard Oil Company, because if they did we couldn't law it with them.

Q. If your Barker lease was a valid one and had been passed upon by three experts, how could the Standard Oil Company or any other company invalidate your title?—A. They had copies of the lease there with them and they were insisting that it wasn't good, and they were willing to take a lease with our lease on the property; so we thought we had rather go in there and release this other part, which we didn't consider very valuable, and pay a little bonus and not have any bother than to take the chances of being tied up. That is the way we argued it and were advised.

Q. Were these wells developed up in good shape?—A. We drilled eight wells. There are five of them producing. There are two of them that we have pulled out and another one that hasn't done any oil for the last three weeks, and we are working at it to-day to try and get the salt water shut off. If we can't, we shall have to pull that out.

Q. From present developments, what do you consider a fair bonus and royalty upon these lands now?—A. I can't hardly tell. We don't think very well of it; we don't think we are getting rich over it.

Q. What do you think is the fair valuation of it now?—A. It is hard to tell; I think we paid all it was worth.

Q. Do you state positively that there was no inducement outside of the bonus offered to any individual Indian at all?—A. Yes, sir; I do.

Q. If there had been, you would have known it?—A. Yes, sir.

Q. You know of all the money transactions?—A. Yes.

Q. Do you know what induced the Indians to make a lease with you for a less bonus than they had from others?—A. They did not. We

made the best proposition that was made, taking everything into consideration, and we have the proof to back us up in the statement; the very best proposition by far considering the amount of land we had and the amount of money paid. We paid more cash money than any company offered to pay under the same conditions.

Q. Did you pay the cash money upon the obtaining of the lease?—A. We paid what we agreed to.

Q. What?—A. One thousand dollars first.

Q. And the other was upon the condition of finding oil?—A. Yes, sir.

Q. Was that the condition of the other bonuses offered?—A. It was the condition of the most of them. We have a statement from the clerk showing just what the propositions were.

Q. Did you have access to any other bids there that way?—A. Only as they were read in public. Everybody raised their bids as often as they were a mind to. You might say it was sold at auction. We released these lands, and we were not asking as much land as the other companies were asking, and that was quite an inducement.

By Mr. ANSLEY:

Q. At the time you got this lease, you say, the nearest developments was three-quarters of a mile away?—A. I think that is about the distance.

Q. Do you know that there had been some test wells put down in the adjoining territory that had proved a failure?—A. Yes; between our lease and the other. There had been wells drilled there and pulled out.

Q. And the leases thrown up?—A. Yes.

Q. That has since proved to be good territory?—A. Yes; some of it has, and some has not.

By the INSPECTOR:

Q. Do the Indians still use the land for agricultural purposes?—A. The Indians are farming it on the land, and if we do any damage to their crops or their lands, we have to pay them for it, and we have to make a settlement with them before we can go on. This land up there isn't any farming land; it is wild land; there is only one or two families living above Carrollton.

Q. How did you happen to go to Mr. Hooker about getting this Barker lease?—A. We went up there to see if Mr. Hooker would get a lease ratified by Congress if we could get one through the council. Mr. Hooker said that this old lease was in existence, and that we had better buy it. We stayed there over night, and he saw the man that owned it, and through the night we had a talk about it over the telephone in the morning, and he told me how much this fellow would take for it, and I told him I would take it.

Q. That is the only connection you had with Hooker in regard to it?—A. Yes, sir.

Q. Can you remember about what money the Seneca Oil Company has expended upon this property aside from what they paid to the Indians?—A. I presume \$12,000 or \$15,000; I don't know exactly.

Q. Have you paid the Indians the other \$3,000?—A. Yes, sir.

Q. When did you pay that?—A. I think about two weeks ago.

By Mr. ANSLEY:

Q. Has that been distributed pro rata among the members of the Seneca Nation of Indians?—A. It has.

Q. How much did they realize apiece?—A. I think about \$1.40.

Q. It was distributed among the Cattaraugus and Allegany Indians?—A. Yes.

Q. By the treasurer of the nation?—A. Yes.

Q. Do you know where the Shongo lease—the proposed Shongo lease was?—A. Yes.

Q. Whereabouts was that?—A. It is above Carrollton.

Q. Covers the same land as yours of 4,000 acres?—A. Yes.

By Mr. MULLEN:

Q. Do you know Chester Lay?—A. No; I do not.

Q. Do you know whether or not he was representing the Seneca Oil Company in procuring this lease?—A. Not that I know of.

Q. You say that you bought this old lease from Mr. Barker?—A. Yes, sir.

Q. Do you know whether Mr. Hooker had any interest in that lease?—A. I do not.

Q. You can't swear whether he did or not?—A. No.

Q. Who paid for it?—A. I paid Mr. Barker for it.

Q. How much did you pay him?—A. Two hundred dollars.

Q. Did you pay this \$1,000 to the Seneca Nation at the time this lease was granted by them?—A. Yes.

Q. Was that all the money that was paid to them at that time?—A. Yes.

Q. Or at any other time excepting the \$3,000 that was distributed?—A. Yes.

Q. Do you know where the Caffry farm is located?—A. Yes.

Q. It joins this property that you have drilled upon?—A. Yes.

Q. It consists of about how many acres?—A. I think about 400 acres.

Q. It lays between the original Donahue well and the reservation, does it not?—A. Yes.

Q. Do you know how much money Mr. Coast paid for a lease of 50 acres of it?—No, sir.

Q. Have you heard how much he paid?—A. Yes; I heard he paid \$10,000 for it, and was very sick of it, and drilled three dry holes on it.

Q. He did that prior to the time you obtained your lease?—A. I think so.

Q. You don't know, as a matter of fact, whether he did or not?—A. No; but I think it was quite a while afterwards. There is quite a difference in the value of property after it is developed.

Q. All the producing wells that the Seneca Oil Company have drilled are on the lands that are claimed by Shongo, are they not?—A. Yes; he claims all the land we have got; his lease covers all the land we have got.

Q. How do you know that?—A. I saw a description of it.

Q. In your leases which you obtained from the Seneca Nation did it specify that you were to pay \$3,000 when oil was found in paying quantities?—A. No; it wasn't in the original Barker lease, but it was in the resolution to extend the Barker lease. This is simply an extension of the old Barker lease. It was incorporated in the resolution that we were to pay them, and it will show on the Indians' books to that effect.

Q. Wasn't there a lease executed between you and the Seneca council at that time?—A. Simply an extension of the old lease.

Q. Was it signed by yourself and the Seneca people?—A. I don't remember just how it was signed. Judge Vreeland drew up the papers.

Q. Was anything said in there about this \$3,000?—A. I don't remember about the lease; it was in the resolution.

Q. When did you first find oil in paying quantities?—A. I think the first well was struck about the 10th of January and the first oil run the 20th.

Q. Why didn't you distribute the money as soon as you found oil in paying quantities; wasn't it because of this investigation that you distributed that money?—A. No, sir; it was not.

Q. Why didn't you distribute it at that time?—A. I don't know as we had any reason for not doing it, any more than we didn't have the money.

Q. You hadn't any reason then?—A. No.

Q. Wasn't there a secret arrangement made between the Seneca Oil Company and the councilors by which they were to be paid this \$3,000?—A. No, sir.

Q. Wasn't that arrangement made after the meeting?—A. No, sir.

Q. And after this investigation had been commenced?—A. No, it was not.

Q. Who was it gave out the impression that they obtained the lease for \$1,000 and an eighth royalty?—A. It was the opposition people.

Q. Didn't you yourself in an interview with a reporter state that?—A. No, sir.

Q. Did anybody know that you had made an offer of \$3,000 until after this investigation had commenced?—A. Everybody knew it that paid any attention to it; it was a public proposition and public talk; everyone that knew anything about it knew it.

Q. Why didn't you make your proposition publicly that day?—A. We put it in publicly in writing the same as everyone else did.

Q. But you made an oral proposition?—A. That was three days before.

Q. Why didn't you make the other one orally?—A. Why didn't everybody put in their raised bids?

Q. What was your reason for not making an oral bid?—A. The first day we put in this proposition, and after other people were raising their bids, we had to raise ours or not get the lease, so we raised it.

Q. Your idea in putting this in writing was simply to not let the other parties know what was being bid?—A. No, sir; they all put them in in the same way.

Q. What was your idea, then?—A. Just to put it in.

Q. And you made a proposition at that time to pay \$1,000 at that time and \$3,000 after oil was found in paying quantities?—A. Yes.

Q. That wasn't a subsequent arrangement that was made after this investigation commenced?—A. No, sir.

A. T. FANCHER.

Subscribed and sworn to before me this 3d May at Olean, N. Y.

P. MCCORMICK, *Inspector*.

PHILLIP FATTY, recalled.

By Mr. MULLEN:

Q. You were present at the time this lease was made by the Seneca Nation?—A. I was present when they were talking about it in the council.

Q. What day?—A. I can't say just what day it was; I think it was the third day; I don't remember the day of the week.

Q. Did you hear the proposition that was made?—A. I recollect some of it.

Q. State what that was.—A. I understood that the Seneca council would receive \$1,000 and lease from Carrollton up to Vandalia up to the reservation line; and I understood along in the evening a resolution was offered to the council by William Jamison, councilor of the Seneca Nation. He offered the resolution to lease to the Seneca Oil Company from Vandalia to the north corporation boundary line a small piece of land. The president then got up, and says: "Do you all understand the motion that was made?" And he put it to a vote, and it was carried that evening.

Q. When they came to draw up the lease, did it include this land or more land?—A. I didn't see what they done afterwards; only the custom of the nation is to read the clerk's minutes in the morning and see what resolutions was offered in the council; what vote was taken on it. When the clerk read the minutes over, it was the town of Great Valley, town of Carrollton, and town of Vandalia.

Q. Including more than the original resolution?—A. Yes; there was no resolution offered like that.

Q. Did any of the councilors protest against it?—A. I think they did; some of them protested against it.

Q. Who were they?—A. I think Wallace Halftown was one of them protested, and I think a fellow named Jesse Jamison, one of the councilors, protested against the resolution; they had quite a talk over it.

Q. Do you remember the names of any others?—A. No; I don't.

Q. Did Moses Lay or George Wilson object to it?—A. I don't remember.

By Mr. ANSLEY:

Q. Was you there the next morning?—A. Yes.

Q. Was you there when the vote was taken?—A. Yes.

Q. Didn't you hear Mr. Vreeland get right up there and say that he would release all the land west of Salamanca, and all he included in the lease was what was east of Salamanca?—A. He said he would release all the land excepting east of Salamanca.

Q. Stated that right there to the council immediately after the vote was taken?—A. He stated that before the council.

Q. Mr. Vreeland stated that right there before the council that night?—A. Yes.

Q. So there wasn't any mistake about it?—A. That was spoken by William Jamison when he offered the resolution.

Q. How do you know?—A. I heard him; I heard him speak and I heard the resolution itself.

PHILLIP FATTY.

Sworn to before me this 3d day of May, 1897, at Olean, N. Y.

C. H. RATHBONE, SWORN.

By Mr. MULLEN:

Q. You live in Bradford, Pa.?—A. Yes, sir.

Q. What is your business?—A. Producing oil.

Q. Are you acquainted with Congressman Hooker?—A. I have met him.

Q. Have you had business dealings with him?—A. Yes, sir.

Q. State whether or not you had any conversation with him in regard to the Barker lease that has been referred to?—A. I did.

Q. When was that?—A. It was a year ago last summer.

Q. Where at?—A. West Virginia.

Q. What did he say to you at that time?—A. He said that he and Barker owned a lease of 55,000 acres of the reservation.

Q. Did he offer to sell it to you or sell you an interest in it?—A. He said that they had taken a lease and had it confirmed by Congress, but that the lease had then expired. I suggested to him to get it renewed and I would drill the first well on it for a half interest. He had told me that the conditions of the lease was that they should drill a well upon it each year or forfeit it; he said that they had failed to drill the wells, but that he thought he would not have any trouble in getting it revived again.

By the INSPECTOR:

Q. Are you acquainted with this land of the Seneca Oil Company?—

A. In a general way.

Q. Do you know anything about what development they have made?—

A. Not particularly. It is understood that they have drilled eight wells upon the property.

Q. Is it paying?—A. I know that they are reported as being good wells.

Q. What is a fair value of a lease upon lands in this county in view of their reported production?—A. Such lands as are covered by these wells would be worth anywhere from \$10 to \$50 an acre bonus, if it was as good as these wells they have drilled. That price is often paid.

Q. With the royalty besides?—A. Yes; an eighth royalty.

By Mr. ANSLEY:

Q. What would you say with three-eighths royalty?—A. I wouldn't say it would be worth any bonus; not at a straight three-eighths royalty it wouldn't.

Q. Is any oil land around in this vicinity worth anything but a three-eighths royalty?—A. I don't know of any just now. I know there has been bonuses paid and a three-eighths royalty—small bonus. A three-eighths royalty is an unusual lease.

By Mr. MULLEN:

Q. You mean that it wouldn't be worth any bonus if there was a straight three-eighths royalty?—A. Yes.

Q. But with a graded royalty from an eighth to 50, a quarter above that, and three-eighths above 100, then it would be worth a bonus?—A. Yes; then it would be worth a bonus.

Q. How much?—A. From what I have understood from the production of these wells, I should say from \$10 to \$50 an acre.

By Mr. ANSLEY:

Q. Did you know that there are only five out of eight wells producing?—A. No, sir; I didn't know that; I knew by reading the reports in the papers that eight wells had been drilled.

Q. Did you know that two of them had been pulled entirely?—A. No, sir.

Q. Would that make any difference in the royalty?—A. I should think it would.

Q. If you got only five out of eight wells, it would make a difference, wouldn't it?—A. Yes; I should say it would.

C. H. RATHBONE.

Subscribed and sworn to before me, this 3rd day of May, at Olean, N. Y.

P. McCORMICK, *Inspector.*

Mr. RATHBONE, recalled.

By Mr. ANSLEY:

Q. Do you claim to have a lease—you and Mallory—a lease of a part of the reservation?—A. No, sir.

Q. Have some interest there?—A. Indirectly.

Q. How?—A. We were furnishing some money to Mr. Shongo to drill a well upon a lease that he claimed to have of a part of the reservation.

Q. How much of the land was he to have?—A. I don't know how much there was in the Shongo lease.

Q. Was Mr. Mullen interested in that lease?—A. He was not in the lease, but in the Shongo contract.

Q. And is it on that account that you take an interest in this matter?—A. No, sir.

Q. Do you know who employed Mullen in this proceeding?—A. No, sir.

Q. Have you heard?—A. No, sir.

Q. Who got you to come here?—A. No one; came myself.

Q. How did you know that the inspector was here?—A. I had been informed so.

By Mr. MULLEN:

Q. The contract referred to with Mr. Shongo was a part of the Congressional record?—A. Yes.

Q. That is the contract there [paper shown witness]?—A. Yes.

Q. Are there any other contracts between Mr. Shongo and yourself, or Mr. Shongo and myself?—A. There is no other between Mr. Shongo and myself, and I don't know of any other.

C. H. RATHBONE.

Sworn to before me this 4th day of May, 1897.

P. McCORMICK, *Inspector.*

FREDERICK ABRAM, being duly sworn, testified as follows:

By Mr. BURDICK:

Q. Where do you live?—A. Quaker Bridge.

Q. Are you an Indian?—A. Yes.

Q. Were you one of the council?—A. Yes.

Q. Were you present at a meeting of the council in last December?—A. Yes.

Q. Was the meeting for the purpose of considering oil leases?

Through an INTERPRETER:

Q. Was the purpose of this meeting for the purpose of considering oil leases?—A. Yes.

Q. What lease did you favor?—A. Seneca Oil Company.

Q. Why did you favor them?—A. All the reason was only that they would want a small territory and the others covered a large territory.

Q. Did you know what the other propositions were?—A. All I knew about it was, the offers were the same, only the Seneca Oil Company wanted a smaller territory.

Q. Do you know what the other companies offered?—A. They were told down there, but I have forgotten how much each one was.

Q. Who told them?—A. I don't recollect.

Q. How many drinks of whisky did you have during the three days?—A. Don't use it.

Q. What white man he talked with during the three days or the two days prior to that, about these leases?—A. Nobody.

Q. Did you talk with Mr. Vreeland, Fancher, or Mr. Colegrove about the confirmation of the Seneca Oil Company's lease?—A. No.

Q. Were you in Salamanca a day or two before the session of the council?—A. No.

Q. Were you offered any money by anybody for your vote?—A. No.

FREDERICK (his x mark) ABRAM.

Sworn and subscribed to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. MCCORMICK, *Inspector*.

J. L. ANDREWS, examined.

By Mr. MULLEN:

Q. You reside in Bradford?—A. I do.

Q. What is your business?—A. Hotel business.

Q. Are you interested in the oil business?—A. Not very extensively.

Q. Will you state if you had some negotiations with some of the Indian councilors in regard to a ten-year lease?—A. I had some leases from individual Indians, but none of them were councilors—some leases up in the town of Carrollton that I tried to get ratified by the council.

Q. Were any statements made to you by Mr. Hoag, the president of the nation, or any of the councilors in regard to this lease that you tried to obtain?—A. I had no conversation with Mr. Hoag.

Q. With any of the councilors?—A. Quite a number.

Q. Who were they?—A. I can't remember their names. I told them that I had a number of leases in the village of Carrollton that I would like to have ratified. They first asked me how much it was worth; four or five different ones asked me that. I couldn't come up to their figures; we had some negotiations.

Q. These were councilors of the nation, were they not?—A. Yes; individual members of the council.

Q. Are you interested in any way in the Shongo lease?—A. I am not.

Q. Are you acquainted with Daniel E. Shongo?—A. I am.

Q. For how long?—A. I have known Dan five or six years, I guess.

Q. What was his reputation as a peaceful, truthful, and temperate man?—A. I have never heard anything to the contrary.

J. L. ANDREWS.

Sworn to before me this 4th day of May, 1897, at Salamanca, N. Y.

P. MCCORMICK, *Inspector*.

E. BOLARD sworn and examined.

By Mr. ANSLEY:

Q. Where do you reside?—A. Salamanca.

Q. Have you had some experience in oil business?—A. Yes, sir.

Q. How many years?—A. Off and on, about ten years.

Q. Have you had some experience in this Chipmunk field?—A. Near that; yes.

Q. Do you know the nature of the sand in this field?—A. Yes, sir.

Q. What is the character of the sand there?—A. It is very soft. It is not uniform at all; one place you get a good well, and a few rods from it you are liable to get a dry hole.

Q. Is it affected more or less by salt water?—A. Yes, sir.

Q. What is your experience in regard to the salt water there?—A. There has been a good many wells spoilt there; wells start off, maybe, 100 barrels to-day, and to-morrow producing nothing but salt water.

Q. Owing to the nature of this sand, about how far do the wells draw oil?—A. I should say a quarter of a mile.

Q. Do you know where the wells are located on this Seneca Oil Company's lease?—A. Yes, sir.

Q. About how many acres are covered by these wells?—A. I should think 25 or 30. Some are on one side of the railroad and some are on the other.

Q. Do you know how many wells have been drilled there?—A. Yes, sir; eight.

Q. How many of them are producing?—A. Only four now producing oil. One of them is producing salt water; it was the last time I was there a week ago.

Q. From your knowledge of the oil territory what would you say would be a fair value for this 25 or 30 acres on which the wells are located?—A. I should consider an eighth royalty a good price for it. I shouldn't want to operate it under any other conditions.

Q. Would you think that the balance of the territory was worth any bonus?—A. No, sir.

Q. Do you understand that the Ogden Land Company has made a claim to the title to this land embraced in the Seneca Oil Company's lease?—A. Yes, sir; they have.

Q. Do you understand that that claim has been made for a long time.—A. Yes; and discussed several times, to my knowledge.

Q. Do you understand it was made when these leases were granted in these villages?—A. I wasn't familiar with that.

Q. Do you know that their claim is that the Indians only have the right of possession of these lands, the right to occupy it?—A. Yes, sir.

Q. As an oil man, would you want to expend a large amount of money in developing this territory with this uncertainty of title?—A. No, sir.

Q. What would you say was the best bid for this property to the Seneca Nation of Indians—an oil lease covering the Allegany and Cattaraugus reservations, being about 55,000 acres of land, and a bonus of \$2,000 cash and \$2,000 when the lease would be ratified by Congress, or \$1,000 in cash and \$3,000 if oil was found in paying quantities for the lands east of the town of Salamanca, on the reservation?—A. I should consider the last proposition.

Q. You have had some experience in the village of Carrollton?—A. Yes, sir.

Q. Interested in how many wells?—A. Three.

By Mr. MULLEN:

Q. How long have you been operating for oil?—A. Different times; I was in the Ohko field seven or eight years ago and I was in Butler; I have been around this territory for about four years. During that time I have drilled eight or ten wells around here in the last four years. Some wells in Butler.

Q. At the time that this lease was taken by the Seneca Oil Company isn't it a fact that there was no territory excepting that which they took that would be worth anything for oil?—A. No.

Q. Would you have given an eighth royalty and agreed to operate the rest of it?—A. No.

Q. The territory covered by their lease did have a value at that time

owing to the developments at Chipmunk?—A. Yes; I think an eighth royalty would cover that value.

Q. Very little of this land covered by the Seneca Oil Company's lease has been tested as yet?—A. Yes; it has been tested on all sides of it. I tested one end of it to my sorrow. That was at Riverside.

Q. They are getting wells at Riverside now, are they not, and good wells?—A. They have two good wells there that I know.

Q. They have drilled three right together within a radius of three or four acres?—A. Yes, and two of them are no good; one of them is a freak; right across the railroad track I put down a dry hole.

Q. How many acres are covered by the Seneca Oil Company by their lease?—A. They have developed a piece across the railroad track and a piece on the side hill.

Q. It is still an undetermined question as to how far this oil territory extends?—A. Yes, sir.

Q. There is nothing so far developed that would indicate that oil may not be found over a considerable part of this territory covered by their lease?—A. You can't tell only by drilling.

Q. Are you any way interested in this lease?—A. No, sir.

By the INSPECTOR:

Q. How many acres of land will one well drain?—A. It is different in different territories. I should say about five acres to each well.

E. BOLARD.

Subscribed and sworn to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

MAY 6, 1897.

EDMUND BOWEN, being duly sworn, testified as follows:

Q. Where do you live?—A. Allegany.

Q. Are you an Indian?—A. Yes.

Q. Are you a member of the Seneca Indian council?—A. Yes.

Q. Were you present at the council in December, 1886?—A. Yes.

Q. Did your council grant any oil lease?—A. Yes.

Q. Who did you grant it to?—A. Seneca Oil Company.

Q. Why did you give it to them?—A. Because I thought it was the best.

Q. Did you see anybody under the influence of whisky?—A. No.

Q. Have any yourself?—A. No.

Q. Know of anybody being offered any money for their vote?—A. No.

Q. Did you—anybody approach you or offer you anything for your vote?—A. No.

Q. Did you vote for Shongo's lease?—A. No.

Q. Why?—A. He didn't put in enough.

Q. Is there a custom among your people to allow an Indian to take up a mineral claim?—A. No.

Q. Was Mr. Jewell there?—A. Yes.

Q. Did he say in what capacity he was there?—A. No.

By Mr. BURDICK:

Q. Did anybody pump you about money there?—A. No.

Q. How many drinks did you take?—A. Not any.

Q. Did you talk with any white man about the Seneca oil lease?—A. No.

Q. During the three days, and two days prior to the council, did you talk with Mr. Vreeland about the Seneca lease?—A. No.

Q. Did you know the contents of the other bids?—A. No.

Q. Did you know what the South Penn Oil Company's bid was?—A. No.

Q. Why did you vote to confirm the Seneca Oil Company's lease?—A. Because it was a better bargain.

Q. How did you know?—A. The others weren't paying anything.

Q. How did you know that?—A. Heard it in the council.

Q. No white man tried to influence you prior to that?—A. No.

By Mr. ANSLEY:

Q. You knew that the other companies were bidding?—A. Yes.

Q. Was it stated in the council what they had offered?—A. Why, yes; some.

Q. Frank Patterson was a councilor?—A. Yes.

Q. Whose lease did he advocate?—A. South Penn, I think.

Q. Did he state how much they had offered?—A. If I recollect right, he said \$1,000.

Q. Was that the first or second day?—A. Second.

Q. Did he afterwards say that it was more?—A. Don't remember.

Q. Did Wallace Halftown talk to the council?—A. Yes.

Q. Who did he favor?—A. I forget; some other company.

Q. Was it the Eastern Oil Company?—A. Can't say.

Q. Was it McElwaine?—A. Don't recollect.

EDMUND BOWEN.

Sworn and subscribed to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. MCCORMICK, *Inspector*.

J. W. COAST, being duly sworn, upon examination testified as follows:

By Mr. ANSLEY:

Q. Mr. Coast, where do you reside?—A. Olean.

Q. Are you a member of a company there?—A. Yes, sir; John Coast & Sons.

Q. Is that the company that got a lease on the McCaffery farm?—A. Yes, sir.

Q. And paid \$10,000 for it?—A. Yes, sir.

Q. And they put down some wells on this lease?—A. Yes, sir.

Q. What is the value of that property to-day?—A. I do not think it is worth anything.

Q. Are you acquainted with the reservation land adjoining this property?—A. I know of the lands.

Q. Well, what is the price of oil to-day?—A. About 84 cents.

Q. This property, consisting of 4,000 acres of the Seneca Oil Company, on which has been drilled 8 wells, only 5 producing, 3 of which are dry, with a daily production to-day of about 70 barrels, with the wells rapidly decreasing, what, in your judgment, would be a fair market value of that property to-day? The wells are rapidly decreasing and have been from the start. One started—A. I think it would be a fair bid for the 5 wells, \$12,000, with 5 acres at each well.

Q. How about the wells outside?—A. I would drill them for an eighth royalty; nothing else.

Q. What is the nature of the sand in this field?—A. It seems to be very treacherous.

Q. Your bid of \$12,000 for the five wells was subject to an eighth royalty?—A. Yes.

By Mr. STONE:

Q. Mr. Coast, if the company holding the lease had received production enough to remunerate them for the cost of the well, you would consider the company fortunate enough to be released from any further obligations? If the company had got the cost out of the wells, would you consider them fortunate to be released?—A. I wouldn't pay any bonus for the balance of the lands.

Q. You wouldn't want to be under obligations to drill the rest?—A. If I had five wells on 70 barrels, I would want to go on and drill more at an eighth royalty, but I wouldn't care about paying bonus.

Q. If out of the eight wells, three had proven dry?—A. That would depend upon what I had got on the other wells.

Q. From the information you have, you can't tell whether or not it would be worth while?—A. No, I wouldn't.

Q. What is production worth in the Chipmunk field?—A. I don't know.

Q. What is it worth in the Bradford field?—A. At an eighth royalty it is worth about—I mean the settled production of wells that have been offered to us, about \$1,000 a barrel. Fifteen-year wells.

Q. Is that the value in the Bradford field, settled production?—A. Yes, sir.

Q. There is no value, except speculative value, in the Chipmunk field?—A. That is about all.

Q. Have you had any interest in this reservation territory?—A. No, sir.

Q. You know that large sums have been paid for territory in the Chipmunk field?—A. Yes, sir; I know of some of them.

Q. Extravagant sums, some of them?—A. Yes, sir.

Q. All the territory in that region has commanded a large bonus?—A. Yes, sir.

By Mr. ANSLEY:

Q. Did they all get left on their bonuses as you have?—A. I don't know of anybody that has paid large bonuses but what has lost.

Q. Now, you spoke about some wells having been offered you in the Bradford district at \$1,000 a barrel production; what did that include?—A. Everything on the property. I think an engine to every well and boilers enough, and piped.

Q. There is some value to the junk in the well—how much to each well?—A. I considered this property at junk prices, buying it at about what junk was worth, if we got any production that was over the junk was worth.

Q. You mean by junk, casings, etc.—A. Yes, sir.

Q. Now, in this Chipmunk field, do you know as a fact that they are pulling out wells about a year old?—A. I understood some people were pulling out some wells.

Q. You understand that is so?—A. Yes, sir.

By Mr. STONE:

Q. Were they producing wells or dry holes?—A. Producing wells.

Q. How old is the Chipmunk field?—A. About a year and a half.

Q. You mean by saying that the wells have not paid for themselves in that district; is that that they have not produced a return of the bonus and cost of the wells as yet?—A. Yes.

Q. How far is this reservation from the Chipmunk field proper?—A. I don't know; I should judge two and a half to three miles. I don't know where the line of the reservation is—I know pretty near.

Q. This Seneca Reservation production is not strictly in the Chipmunk field?—A. They call it all the Chipmunk field.

Q. Has no connection with the Chipmunk field?—A. It looks as though it was going to connect from our property down through.

Q. This oil territory and production which you say was offered to you at \$1,000 per barrel was only producing at the rate of one-fourth barrel a day?—A. Yes, and it was something of a question whether it was doing that much; that is what we figured.

Q. If they had been producing five barrels a day, it would still have been worth \$1,000 a barrel?—A. At 15 years old, yes.

By Mr. ANSLEY:

Q. Had your wells produced the cost of construction without any bonus?—A. No.

J. W. COAST.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

Z. B. CUSTER, being duly sworn, upon direct examination testified as follows:

By Mr. MULLEN:

Q. You reside in Bradford?—A. Yes, sir.

Q. Engaged in the oil business?—A. Yes, sir.

Q. State if you and your partner obtained an Indian lease from an Indian woman named Sue Jimerson?—A. Yes, sir.

Q. State if you were summoned in certain legal proceedings to show cause why you were trespassing on Indian lands?—A. Yes, sir.

Q. What was done at the hearing of those proceedings?—A. The judge decided that we should remove our material, the rig that we had erected, from the reservation.

Q. After that time, did you have a conversation with William Hoag, the chief of the Seneca Nation?—A. Yes, sir; I had an interview with him.

Q. What did he say to you in regard to your lease?—A. I went to Mr. Hoag; Mr. Hoag said, "Custer, you have no right to remove that property. I can arrange it so that you won't have to remove it; if you will pay me \$500 personally I will give you a lease of 100 acres of the lot that you now occupy." I asked what good my lease would be, as he had already given one to the Seneca Oil Company. He said, "That's very easily arranged; you pay me this \$500 and I will get the council in the same condition they were in when they signed this lease to the Seneca Oil Company." I asked him what condition they were in. He said, "A very little money and a little whisky goes a great ways with the Indian council." He said if I consented to pay this money it would have to be paid to him individually. I asked him if there would be any way possible that I could remove that material. He said, not with his consent, as it belonged to the Indians. That ended our conversation.

Cross-examination by Mr. ANSLEY:

Q. Where was this conversation?—A. In a restaurant that he was interested in at Chipmunk.

Q. Was anybody present?—A. Yes, sir.

Q. Who?—A. A man by the bar.

Q. When was that?—A. It was soon after the decision by the judge.

Q. Was it the next day?—A. It was during the next week, not very long after.

Q. Now the proceeding instituted before the county judge was instituted under subdivision 8, chapter 679 of the laws of New York, 1892.

(Conceded that the proceeding before the county judge was taken under subdivision 8, chapter 679 of the laws of New York, 1892.)

Q. Do you know it to be a fact that Mr. Hoag does not use any intoxicating liquors?—A. I do not.

By Inspector McCORMICK:

Q. How many acres of land did you rent from this woman?—A. She didn't know just the exact amount.

Q. Had you a written lease with her?—A. Yes, sir.

Q. Didn't the lease specify how many acres?—A. It specified a certain amount within certain boundaries.

Q. What bonus did you pay her?—A. We were to pay her \$100 in case we got oil in the first well.

Q. Then you were to pay her no bonus unless you got oil?—A. We were to pay \$100 for the first well in case we got oil with 5 acres. If we got oil in the first well, we were to give her \$500 for another 50 acres.

Q. Was your lease made prior or subsequent to the Seneca Oil Company lease?—A. I think it was made prior.

Q. What is the usual bonus paid per acre for these oil lands?—A. It depends upon whether the land is developed or not; from \$5 to \$50 per acre.

Q. Were you present at the council of Indians when the Seneca Oil Company obtained their lease?—A. No, sir.

Q. What is the fair measure of bonus and royalty for an oil lease of the lands, in view of the present and probable production?—A. I should say from \$20 to \$40 per acre besides the royalty.

Q. Are you familiar with the lands leased by Daniel Shongo?—A. I am familiar with a portion of it. I do not know where his boundaries are, or the amount.

Q. Can you approximate the quantity of land covered by his lease?—A. No, sir; I can not.

Q. Can you approximate the value of it per acre—the bonus?—A. I can not. I do not know what portion has been developed.

By Mr. ANSLEY:

Q. You say you think your lease was prior to the Seneca Oil Company lease. Do you remember the date of your lease?—A. The agreement was made in August or September. I do not mean this lease was made at that time.

Q. When was the lease actually drawn?—A. The latter part of November.

Q. You stated that this land—part of it—was worth \$50 an acre. What part of it do you mean?—A. The part that has been developed.

By Mr. MULLEN:

Q. Mr. Custer, you understand that the Shongo lease embraced all the lands granted to the Seneca Oil Company, or portion of it?—A. I do not know.

Z. B. CUSTER.

Subscribed and sworn to before me this 3d day of May, 1897, at Olean, N. Y.

P. McCORMICK, *Inspector.*

GEORGE DEGOLIA sworn and examined.

By Mr. ANSLEY:

Q. Where do you reside?—A. Salamanca.

Q. What is your business?—A. Railroad man.

Q. Have you been interested in the oil business?—A. To a certain extent; yes, sir.

Q. Have you been operating near the Chipmunk oil field?—A. Yes, sir.

Q. Whereabouts, with reference to the reservation?—A. I am located near the reservation; the reservation joins me at one end, and at the farthest part 400 feet.

Q. How many wells have you put down there?—A. Five.

Q. What is the nature of the oil-bearing rock?—A. It is shallow; what we call slush oil—first sand.

Q. Have you wells in the vicinity or adjoining the wells put down by the Seneca Oil Company?—A. Yes; they join it on one end.

Q. How far on the other end from them?—A. I think about 400 feet.

Q. You know where their wells are located?—A. I do.

Q. And are the most of them opposite or nearly opposite yours?—A. There best wells are opposite.

Q. Take that land in there; what do you say about its being worth any bonus to operate it?—A. I should say decidedly that a man that pays bonus is very foolish, considering my experience in that territory.

Q. Your judgment is that it isn't worth anything besides the royalty?—A. I don't consider it is worth anything.

Q. How long have you been engaged in the oil business?—A. About three years.

Q. Where were you engaged in it prior to going to Chipmunk?—A. Humphrey, N. Y.

Q. Do you attend to that business yourself?—A. I manage the business myself, in addition to my railroad business. I am not an expert in the oil business.

By Mr. MULLEN:

Q. Have you ever been offered any bonus for your land since you got it?—A. No, sir; never.

Q. Did Mayor Flagman offer you a large bonus for the land that you have, you or your company?—A. He didn't offer it to me; and all I know about it they said he had offered it to the company, and on my asking if he done so he denied it.

Q. How much did you pay for it?—A. I didn't pay anything. If I had it to do over again, if they asked a bonus of \$500 with never a well drilled on it, and my knowing what I know about it to-day, I wouldn't pay it.

Q. What is your daily production?—A. About 35 to 40 barrels from five wells.

GEORGE E. DE GOLIA.

Subscribed and sworn to before me this 6th day of May, 1897.

P. McCORMICK, *Inspector*.

HENRY DOXTATOR, being duly sworn, testified:

Q. Where do you live?—A. Redhouse.

Q. Are you an Indian?—A. Yes.

Q. Were you present at the Indian council in December, 1896, those three days?—A. Yes, sir.

Q. Were you there all three days?—A. Yes, sir.

- Q. Are you one of the councilors?—A. No, sir.
 Q. Did you see any whisky there that day?—A. No.
 Q. See anybody have any? See anybody drunk?—A. No.
 Q. See anybody give any money to any of these councilors?—A. No.
 Q. Did you tell Daniel Shongo that you did see money passed?—A. I did not.
 Q. You didn't see anybody pay any money at all for any lease?—A. No.

HENRY DOXTATOR.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

E. W. MULLIN, being duly sworn, testified:

- Q. Did you see any money paid to this man?—A. Yes.
 Q. Whereabouts?—A. Right here at the stairs.
 Q. Do you know who the Indian was?—A. I could point him out.
 Q. Was it a bill or silver?—A. A bill.
 By Mr. INMAN:
 Q. Ten minutes ago that you saw it?—A. Yes, sir.
 Q. Is this your brother?—A. Yes, sir.
 Q. Did you see him talking with this man here in the hall?—A. He talked with him out there by the door.
 Q. Within ten minutes?—A. No.
 Q. Did you see your brother give him any money?—A. No.

E. W. MULLIN.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

L. EMERY, jr., sworn and examined.

By Mr. MULLIN:

- Q. Where do you live?—A. Bradford; I have lived here twenty-two years.
 Q. How long have you been in the oil business?—A. Thirty-two years.
 Q. State whether or not you are a practical driller?—A. I am.
 Q. Could you state about how many wells you have been interested in drilling?—A. Probably 7,000 or 8,000, and a great portion of them have been in this Bradford oil field.
 Q. Are you familiar with the different sands of an oil well?—A. I am.
 Q. About how many wells have been drilled in what has been known as the white and brown producing sand?—A. In the States of Pennsylvania, New York, West Virginia, Kentucky, eastern Ohio there was on the 1st day of January, 1897, upward of 60,000 producing wells.
 Q. What kind of sand is found in the Chipmunk oil field and the wells on the Indian reservation?—A. A light gray sand; the same character.
 Q. State what the present production per day is now for twenty-four hours of the wells in this district?—A. The whole district, 94,000 barrels per day.
 Q. What would be the average per well?—A. About one barrel and a half for each well.

Q. Does this include all new wells?—A. It does; everything up to the 1st of January.

Q. From your knowledge of the oil business and the productions of the well you have testified to, and taking into consideration the known oil territory, what would you say 4,000 acres of land located on the Indian reservation covered by the lease given to the Seneca Oil Company and at the royalties therein mentioned was worth at the time that lease was given?—A. From \$6 to \$8 an acre, in my judgment.

Q. Have you read over the copy of the Seneca oil lease?—A. I have.

Q. You may state whether or not that lease is any more valuable to the lessors than it would be if the royalty mentioned was for one-eighth?—A. No, sir; it is not.

Q. Why not?—A. Because there has been no well drilled in the Bradford field to my knowledge even from its virgin condition that would average a year through 50 barrels.

Q. You may state whether or not you and the companies you are associated with have taken a great many leases at a graded royalty.—A. A great many.

Q. You may state the usual conditions in leases fixing a graded royalty.—A. I have a memorandum I have made on leases that we are operating at the present time, made within the past two years. This is a statement of properties leased from the Bingham Land Company in the Bradford oil district: "Lot 681, warrant 2248, one-eighth royalty to 10 barrels; one-quarter royalty to 40 barrels; three-eighths royalty, 40 barrels and over. Lots 649, 650, and 665, warrant 2260, one-eighth royalty to 10 barrels; one-quarter royalty over 10 barrels. Lot 651, warrant 2260, one-eighth royalty to 10 barrels; one-quarter royalty to 10 barrels and over. Lots 616 to 637, warrants 2261, 3901, 3002, one-eighth royalty 10 barrels; one-quarter royalty 10 to 40 barrels; three eighths royalty 40 barrels to 80 barrels; one-half royalty over 80 barrels. Lot 645 and 646 and south part of 638, same warrants, one-eighth royalty to 10 barrels, one-quarter 10 barrels to 60 barrels. North parts of lots 629 and 630, one-eighth to 10 barrels; one-quarter 10 to 40 barrels; three-eighths 40 barrels and over." This comprises an acreage of about 6,000 acres.

Q. At what time are they computed from and to?—A. To the end of each month from the pipe line statement; our settlements take place on the 10th of each month, computed up to the first.

Q. Are these the usual and customary conditions upon which land is leased in what was known as the Bradford oil field at the present time and for a number of years back?—A. It has been with our firms.

Q. In computing the value of the land covered by the Seneca Oil Company's lease, did you take into consideration the depth at which sand is found in that locality?—A. I did.

Q. You may explain why it is more valuable than lands where deeper wells are drilled.—A. Because of the shallow drilling and the cost of drilling the well, cost of machinery, etc.

Q. At about what depth is the oil-bearing sand found in the Chipmunk field?—A. I never drilled a well in that field, but we have interests there; about 450 to 500 feet, I think.

Q. What would be the difference in cost of drilling a well at that place and drilling one where the oil-bearing rock was down 1,400 feet?—A. It would cost twice as much.

By Mr. ANSLEY:

Q. Were you at Olean on the first day of this investigation?—A. I was.

Q. Who called you there?—A. No one.

Q. How was you informed that the inspector was to be there?—A. Mr. Stone telegraphed me that the resolution of investigation had passed through the Senate and that the Interior Department had been asked for information and would send one of its officers to Olean. I went to Olean Sunday and remained there until Monday night.

Q. The investigation in this matter opened in Mr. Jewell's office on Monday?—A. Yes, sir; I believe it did.

Q. On appearing there on Monday before the inspector, did you make a verbal statement of your connection with this matter?—A. Not that I know of; I think I said I didn't know that we were bidders for a lease of the reservation or a portion of it; but it appears that our company was represented at the council and a bid was made of \$2,400 for 800 acres of land.

Q. All you know about that is what you were informed?—A. Yes, sir; I am away from home more than two-thirds of the time, and our company does things when I am absent.

Q. You have been quite prominent in politics in this section?—A. I used to be; I am out of it now.

Q. Have you got a copy of the letters that you sent to Senator Quay in regard to this matter?—A. I have all the correspondence I had with Senator Quay in regard to the matter, and I can produce them.

Q. The statements which you have made of royalty was of lands located in Pennsylvania?—A. Yes, sir.

Q. And was it of leases made about what year?—A. Two years ago.

Q. Do you know that the Ogden Land Company claims to have an interest in the land on which the Seneca Oil Company's lease is?—A. I heard so; I know nothing of the facts.

Q. Do you know that the Pipe Line Company refused to take the oil drilled on the reservation without being indemnified on account of the claim made by the Ogden Land Company?—A. I have been told that they have refused to take the oil for some reason; I think I understood that Mr. Shongo had served notice upon them.

Q. Do you know who the attorney is for the pipe line company?—A. I know a good many of them.

Q. Do you know McSweeney?—A. Yes.

Q. Do you know the fact that he is attorney for that company?—A. Yes, I know he is.

Q. Do you know it is a fact that he has given his opinion that he thought the Ogden Land Company's claim was a good claim to this oil?—A. I have understood that he has given an opinion on it, and I have understood that lawyers have given a contrary opinion on it.

Q. With the fact existing that they make a claim to this land, would that, in your judgment, make any difference about its value?—A. No, sir; it wouldn't. I have submitted that question to Mr. Berry, an attorney, in which his opinion differs materially from that of Mr. McSweeney or Mr. Elliott.

Q. You, speaking with reference to yourself—do you think it would make any difference with the market value of this land?—A. I think it would to men not acquainted with such claims.

Q. Do you know what the Ogden Land Company's claim is?—A. No.

Q. But you know that they claim the fee to all that land?—A. No.

Q. And if they claim that the Indians' right is simply the right of possession?—A. I don't know.

Q. If that was true, in your judgment, would it make any difference

with the market value of these lands?—A. If the claim is good, it would.

Q. Did you know that there was a bill before Congress to pay them \$270,000 for their claim?—A. Yes; it has been there for the last twenty years.

Q. I suppose that it is on account of sympathy for the Indians that you have that you don't want this lease of the Seneca Oil Company confirmed?—A. No.

Q. What is your reason for not wanting this lease confirmed by Congress?—A. We were not given a fair show in our offer at the Indian council. I felt as though we ought to have a right in the public letting of property, and if any irregularities were known to me, and through Mr. Shongo, who claimed to have certain rights there, and I being interested with Mr. Hampshire, I was called upon to intercede, and I did.

Q. Then, in other words, you wanted to get a lease of this same land yourself?—A. Yes, sir; 800 acres of it. I was a fair competitor, and our treatment wasn't fair, and I would fight anybody.

Q. Your make-up is, if you get beat in a contest to kick about it?—A. No; not fairly beaten.

Q. Do you know of your own knowledge that anything wasn't fair that took place before that council?—A. No, sir; only from our representative who was at the council meeting, John Clark.

Q. Where is he?—A. At Oswego.

Q. Why didn't you have him here?—A. I don't know what we wanted of him.

Q. You were interested then in this lease that was mentioned this forenoon by Mallory?—A. I was interested in that contract.

Q. And Mr. Quay's action in Congress was induced by you, was it not?—A. I don't think so; I called his attention to irregularities.

Q. Do you know of anybody else who has asked him to interfere?—A. Mr. Shongo asked him, and Mr. Mullen; has had some correspondence with him, perhaps, I don't know of anybody else.

Q. How long since you got to be a Quay man? Do you know who employed these attorneys who have been engaged in conducting this examination?—A. No, sir.

LEWIS EMERY, Jr.

Subscribed and sworn to before me this 7th day of May, 1897.

P. McCORMICK, *Inspector.*

Mr. EMERY, recalled.

By the INSPECTOR:

Q. You stated that at the time of the letting of this lease you considered it was worth from \$7 to \$8 an acre bonus. From the reported production of this land, what do you consider it worth now?—A. If it was put into the market I think I would give more than that price now.

By Mr. ANSLEY:

Q. Do you know what the production is?—A. I understand it is 70 to 75 barrels, five wells; I got that from the gauger.

Q. Do you now refuse to produce the letters you wrote to Mr. Quay?—A. I wrote—there are private matters in it and I do not care to make it public; I will give the substance under oath relating to this matter.

LEWIS EMERY, Jr.

Subscribed and sworn to before me this 7th day of May, 1897.

P. McCORMICK, *Inspector.*

HARRISON HALFTOWN, sworn, testified as follows:

Q. Are you the census taker for the Government on the Allegany Reservation?—A. Yes.

Q. Can you tell me how many Indians live on what is called the Seneca Oil Company's lands, the lands leased by the Seneca Oil Company?—A. I should think 150.

Q. How many of them live on that part of the reservation where the Seneca Oil Company is now operating?—A. I don't know as there is any.

Q. Does Andrew Jimerson live up where the Seneca Oil Company is operating?—A. No; I didn't know he lived up there.

By Mr. MULLEN:

Q. Do you know where Sue Jimerson lives?—A. I couldn't say where she lives.

HARRISON HALFTOWN.

Sworn and subscribed before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector*.

HARRISON HALFTOWN, recalled.

By Mr. ANSLEY:

Q. Was you present at the meeting of this council?—A. Yes, sir.

Q. In whose behalf?—A. The South Penn Oil Company.

Q. Do you know how you happened to be called there?—A. Yes, sir; one morning at home a young man came to me; he had two messages, one from Daniel O'Day, of New York, and one from Kinney, of Titusville, and showed me the telegram. Daniel O'Day used to be superintendent of the Pipe Line Company—president of the Standard Oil Company, I think.

Q. And you went to the council, acting upon that?—A. Yes, sir.

Q. Did you meet Mr. Jack and Mr. Howard there, and myself?—A. Yes, sir.

Q. Did you act as interpreter for this company during the session of the council?—A. Yes, sir.

Q. Did you know there that Mr. Vreeland put in a bid after dinner for the Seneca Oil Company, raising their bid, on the third day?—A. Yes, sir.

Q. Was the amount of that bid stated to the council?—A. Yes, sir; by Mr. Vreeland, I think.

Q. Do you remember whether it was read by the clerk or not?—A. The clerk read the proposition.

Q. Did you inform Mr. Jack of that bid?—A. Yes, sir; I did.

Q. Did you say anything to Mr. Jack that they couldn't get a lease of the whole reservation?—A. He said he didn't want a lease only of the whole reservation.

Q. What did you tell him?—A. I told him—I told the three gentlemen that there was no use to try to get the lease of the whole reservation, just what was Chipmunk. Mr. Jack says he didn't want any lease unless the whole reservation. I was there when he offered \$2,000 for the balance of the reservation released by the Seneca Oil Company.

Q. You have been a councilor of the Nation a good many years?—A. Yes, sir.

Q. Have acted as census-taker a good many years?—A. Yes, sir.

Q. Been elected surrogate?—A. Yes, sir.

Q. Do you regard this lease given to the Seneca Oil Company a good se for the nation?—A. I think so.

Q. You were elected surrogate at this last election?—A. Yes, I guess.

By Mr. MULLEN:

Q. How many days were you engaged in the service of the Standard Oil Company?—A. I don't know; I was there the whole time.

Q. What did they pay you for your services?—A. They paid my expenses and everything, \$60.

Q. Did the Standard Oil Company pay any other Indians money?—A. Not as I know of.

Q. About what time a day did the council vote on the acceptance of the Seneca Oil Company's lease?—A. From 2 o'clock; right after dinner, I think.

Q. How long before that time was it that you told Jack the proposition made by the Seneca Oil Company?—A. In the forenoon.

Q. About what time in the forenoon did you talk with Jack about it?—A. After 11 o'clock.

Q. State just what you said to him.—A. I told him the offer was a bonus of \$1,000, and \$3,000 when they found oil in paying quantities. I told Mr. Jack that about 11 o'clock in the forenoon.

Q. Who told you that they had made that proposition?—A. Mr. Vreeland said it.

Q. Where was he when he said it?—A. In the council room, right near the stove.

Q. Made it loud enough so everybody could hear it?—A. Yes, sir.

Q. Just what did he say?—A. He said that they got the original Barker lease which Mr. Barker had transferred to the company, and he wanted to take a vote of the council to confirm that lease, and the company would release a portion of the land which covered a portion of the reservation, and they would keep a small portion of the reservation.

Q. And give how much bonus?—A. I don't know; \$1,000 down on the execution of the lease and \$3,000 as soon as they found oil in paying quantities.

Q. Did he stand up when he made the proposition?—A. Yes, sir.

Q. That is the only proposition that you heard as coming from the Seneca Oil Company?—A. Yes.

Q. If any proposition was made in writing you didn't know it?—A. No, I didn't know it.

By Mr. ANSLEY:

Q. Did you hear the councilors, before they took a vote, talking about the propositions they had made?—A. Yes.

Q. And did they talk about the propositions that the South Penn Oil Company made?—A. Yes; they had discussion in council. I heard Jamison, for the Seneca, and Frank Patterson, the advocate for the South Penn Company, and they both stated the propositions.

By Mr. MULLEN:

Q. Did you know that Jack was down there prepared to pay \$10,000 for a bonus?—A. No.

Q. How much did you know he was willing to give?—A. Two thousand dollars down.

Q. Was that the greatest amount he told you?—A. That is the only amount I heard stated.

HARRISON HALFTOWN.

Subscribed and sworn to before me this 6th day of May, 1897.

P. McCORMICK, *Inspector.*

L. E. HAMSHER, being duly sworn, testified as follows:

By Inspector McCORMICK:

Q. Are you familiar with the Seneca Oil Company lands leased from the Seneca Nation?—A. I have not been on the lands; I know about where they are located.

Q. What is the measure of a fair bonus and royalty upon an oil lease, where the present and probable production is as good as on the reported production of the wells on this lease?—A. About \$10 an acre for the lease.

By Mr. ANSLEY:

Q. How much royalty?—A. A graded royalty.

L. E. HAMSHER.

Subscribed to and sworn before me this 3d day of May, 1897, at Olean, N. Y.

P. McCORMICK, *Inspector.*

CHARLES HEVENOR, sworn and examined.

By Mr. ANSLEY:

Q. Where do you reside?—A. Salamanca.

Q. Have you been operating some territory on the reservation on the north side of the river above Carrollton?—A. I have.

Q. Drill a well there?—A. Yes.

Q. How long ago?—A. About three weeks ago.

Q. Have you abandoned it?—A. I have.

Q. Who were the parties who put down the well?—A. Myself and my brother and sister.

Q. About what was the expense of putting down that well?—A. About \$2,000.

By the INSPECTOR:

Q. How long have you been engaged in the oil business?—A. Since 1st of January.

Q. Are you an expert?—A. No.

CHAS. HEVENOR.

Subscribed and sworn to before me this 6th day of May, 1897.

P. McCORMICK, *Inspector.*

WILLIAM C. HOAG, being duly sworn, testified as follows:

By Inspector McCORMICK:

Q. What is your name?—A. William C. Hoag.

Q. Where do you reside?—A. Allegany Reservation.

Q. What official position did you occupy in 1896?—A. President of the nation.

Q. Did you have a meeting of the council of your nation on the 1st, 2d, and 3d days of December, 1896? What was the object of the meeting?—A. Called for the purpose of meeting Mr. Garret, a special agent from Washington.

Q. During that council did you take up any other business?—A. Yes; the matter of leasing some land for oil purposes.

Q. Were any applications made for lands for oil?—A. Yes.

Q. When were they presented?—A. On the first day, some on the second.

Q. Were all those propositions considered in open council?—A. Yes.

Q. Were they all read and considered?—A. Yes.

Q. Were they discussed?—A. Yes.

Q. After they were read, what was the action of the council?—A. Well, they acted on; the first application was rejected, it was F. Daniel Shongo's and others.

Q. Why was that rejected?—A. Well, it was discussed, and it was rejected because there was no provision made for the nation and no bonus offered; all the applications were read over.

Q. Has your nation been in the habit of leasing any property to an Indian?—A. Never knew of any before.

Q. Is an Indian allowed to take up as much land as he sees proper?—A. For agricultural purposes.

Q. Does your law specify for what purpose the lands must be used?—A. No.

Q. Is this the first time an Indian wanted to take up lands for mineral purposes?—A. Yes; that is the first one I knew of where an Indian wanted to take land for oil purposes.

Q. When an Indian wants to take up land for any purpose, does he notify the council? For agricultural purposes?—A. In some instances, and some not.

Q. When he does not, what does the council do?—A. Nothing.

Q. In those instances when they do notify the council, what do you do?—A. Allot the land.

Q. Does he state for what purposes he takes up the land?—A. Yes.

Q. And Shongo stated that he wanted it for oil and gas?—A. Yes.

Q. Shongo's application, then, was rejected the first day it was put in?—A. Yes, I think so.

Q. Were any of the other leases voted on that day?—A. No.

Q. What day did you take the vote on the other leases?— I think it was on the third day.

Q. Who did the council give the lease to?—A. To the Seneca Oil Company.

Q. Why did they give it to the Seneca Oil Company in preference to the other bidders?—A. The council thought it was the best lease the best bargain.

Q. What was the proposition they made that was better?—A. There were several propositions made; the first one was Emery Oil Company, and Eastern and others kept raising their bonus, and the council, in their discretion, said they would give it to the party who gave the most.

Q. The Seneca Oil Company gave the largest bonus and royalty in your opinion?—A. Yes; with the bonus and the amount of land and the royalty.

Q. How much did they get?—A. Three thousand or 4,000 acres, I think.

Q. What inducements were there in their offer besides the royalty and bonus?—A. They would employ Indian people.

Q. Did the council ask that?—A. Yes; it was discussed.

Q. Did you ask any other companies if they would employ Indians?—A. No; there was no offer.

Q. Did the other companies know about that?—A. It wasn't discussed.

Q. What other inducements?—A. That's all.

Q. But the bonus, royalty, and Indian labor? Didn't they tell you they had a lease on the whole reservation?—A. Yes.

- Q. Did they tell you that that was a valid lease?—A. Yes.
- Q. Did that have any influence?—A. Yes; I think it did.
- Q. Did you consider it a valid lease?—A. I considered that there was a question of law about it.
- Q. Did that operate any on you individually?—A. I didn't have any vote.
- Q. Did it influence you?—A. I didn't have anything to say.
- Q. How many councilors have you?—A. Sixteen, without the president.
- Q. Has the president a vote?—A. Not unless there is a tie.
- Q. Did you use your influence with any of the councilors on behalf of any of the companies?—A. No.
- Q. Which company were you favorable to?—A. From the—I thought this was the best lease.
- Q. You didn't exert any influence?—A. No.
- Q. Were you asked by any of these companies to exert your influence?—A. Yes; by the Eastern Oil Company and Shongo and the South Penn.
- Q. Did they offer you any money?—A. No.
- Q. Did anybody offer you anything?—A. Shongo said he would; if his company found oil he would make it.
- Q. Did anybody else say they would make it an object?—A. Yes; the man who represented the Eastern Oil Company.
- Q. Did any member of the Seneca Oil Company offer you any inducements whatever?—A. No.
- Q. Do you know whether any member of the council received any money for their votes?—A. No.
- Q. Did you ever hear that they did?—A. No; only what I have read in the papers.
- Q. Did you see any whisky used during the progress of this council—anybody drunk?—A. I saw some Indians under the influence of liquor.
- Q. Who was he?—A. Wallace Halftown.
- Q. When your council would adjourn at night did they come to the town of Salamanca?—A. I think they did; some of them.
- Q. You don't know from your own knowledge or from what you have heard among your people that there was any undue influence used among the councilors in the way of money to influence their votes?—A. No.

By Mr. STONE:

- Q. Mr. Hoag, did you receive from Mr. Vreeland at the time he promised to give employment to the Indians—did he promise also to make three members of the Seneca Nation members of the Seneca Oil Company?—A. Yes.
- Q. That was not in writing?—A. No.
- Q. Who were to be the three directors?—A. There was nothing said. The council was to appoint the directors, as I understood. Mr. Vreeland said, "Your council could appoint the directors to look after the nation's interest—royalty."
- Q. Did they propose to make them stockholders?—A. No.
- Q. Didn't you consider that it was a desirable proposition?—A. As I understood this the oil goes to the pipe lines to keep it, and so we wouldn't need any directors.
- Q. Were you given employment by the company?—A. No.
- Q. Mr. Vreeland saw you and tried to influence you?—A. He spoke to me that he had the Barker lease.

Q. Did he ever accommodate you?—A. I have had money from his bank with good indorsement on paper.

Q. How much have you got money there?—A. Sometimes every year, or every six months.

Q. Did you have some unpaid paper at the bank at that time?—A. I had one \$40 I have been carrying there now for nearly a year.

Q. What was the whole amount of your indebtedness at that time?—A. I can't tell you. It will show on the books. It was arranged with the cashier.

Q. Who acted for the Seneca Oil Company in this matter; Walter Kennedy?—A. No.

Q. Was he about at the council meeting?—A. Yes.

Q. Isn't it true that there were twenty or thirty whisky bottles in the council chamber after adjournment?—A. No.

Q. The proposition of the Seneca Oil Company was submitted to a vote on the third day?—A. Yes.

Q. Was there an adjournment after the Seneca Oil Company sent up its last proposition?—A. No.

Q. An election of your nation was held yesterday; what was the result?—A. The total vote was a little less than 600.

Q. How were they divided?—A. I think there was about 57 majority in our favor.

Q. Did the situation about the Seneca lease enter into the election?—A. Yes.

Q. The nation was pretty nearly divided about the question?—A. I think that is quite a big difference; a year ago we were elected by 4 or 5 majority.

Q. Is there a saloon there?—A. No.

Q. Were all the members of the council drinking men?—A. No.

Q. How many of them are?—A. I don't know.

Q. Who voted against the Seneca Oil Company proposition?—A. Halftown (Wallace), Frank Patterson, Moses Lay, and George Wilson, as near as I can remember. I am positive about Wallace Halftown and Frank Patterson.

Q. Did you make any remarks advising the council what to do?—A. No; except that the propositions would be read them, and have it thoroughly understood.

Q. What day was that?—A. The first day.

Q. Then on the second day these oil companies were raising their bids?—A. Yes.

Q. Why didn't you wait until the bidding was done with by these companies who were bidding?—A. I had to wait till the discussion was over and then put it to a vote when a motion was made.

Q. You considered it regular for these companies to withdraw their bids and raise them?—A. Yes.

Q. The Seneca Oil Company raised their bid on the third day and you voted upon it without waiting for the other companies?—A. It was voted on and adopted.

Q. It is within your province to guide the members of the council and advise?—A. Yes.

Q. When this proposition was received from the Seneca Oil Company, was it made known to the other companies?—A. No; they all had interpreters; it was not my business.

Q. Whose business was it?—A. The parties that wanted the leases.

Q. It was no concern of the nation?—A. We was trying to get the best bargain.

By Mr. ANSLEY:

Q. After the Seneca Oil Company put in their last proposition, was the matter discussed by the council, and did it include the other propositions?—A. Yes.

Q. You say that the Seneca Oil Company's proposition was put in after dinner on the last day, and they discussed these propositions up to what time in the day, before a vote was taken?—A. Just about dark; 5 o'clock or after.

Q. You don't drink, yourself?—A. No; nothing strong.

Q. Was this lease a proceeding adopted according to your rules and customs of doing business before the council?—A. Yes.

Q. And was the Seneca Oil Company's application accepted because the council regarded it as the best proposition before it?—A. Yes.

Q. Without any other consideration?—A. Yes.

By Mr. McCORMICK:

Q. Was it known to the other applicants for leases that the Seneca Oil Company had raised their bonus on the third day?—A. I think they did.

Q. How do you know it?—A. They had Indians representing each company on the outside.

Q. Did the clerk read it out in English?—A. No; in Indian.

Q. Did these interpreters interpret this to the other applicants?—A. I don't know; only from the way they acted.

Q. How do you know?—A. They raised their bids.

Q. Did any other company raise their bid after the Seneca Oil Company made their last bid?—A. They increased their bid before.

Q. Did you know of your own knowledge that the bid had been raised by the Seneca Oil Company?—A. No.

Q. When was the \$3,000 paid to your nation?—A. About the 15th or 17th of April.

Q. Why was it not paid before?—A. I don't know.

Q. Did you make any inquiry or demand for it before it was paid?—A. Yes; we had asked them some time in, I think it was, the latter part of March. They said they would pay it any time.

Q. Has it ever been divided?—A. It was divided equally.

Q. Did every one of the 2,200 people get \$1.40?—A. Yes; it was divided up. I don't know whether the treasurer has delivered it yet or not. There are only two who refused to take it that afterwards came and got it; the balance of it is in the hands of the treasurer. Mr. Shongo called a meeting of the Seneca Nation, as I am told by parties that were there, and advised them not to accept this money.

W. C. HOAG.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector*.

WILLIAM HOAG, recalled.

By Mr. ANSLEY:

Q. What kind of a building was the council held in at Shongo?—A. It is a two-story building, with dining room and kitchen on the ground floor and council chamber on the second floor.

Q. About how large a building was it?—A. About 26 by 36.

Q. Where did the council assemble?—A. In the second room on the back end, the north end of the building.

Q. Did they all go in and occupy chairs?—A. Yes, sir.

Q. And was there a railing between them and the public?—A. No; just a row of chairs in a circle, like, and the public stands back.

Q. In their deliberations the president occupied a platform in front of the council?—A. Yes, sir.

Q. Where was the clerk?—A. Beside the president.

Q. Did you see the permit that Shongo had, as he claimed, that was signed by the council there that day?—A. No. It was signed by a part of the councilors before that day.

Q. It wasn't signed that day?—A. No.

Q. The paper that he had there that day he claimed had been signed by some of the council?—A. Yes.

Q. How many names of the councilors was on that paper?—A. I think there was four.

Q. Do you remember the names?—A. I remember Wallace Halftown, Mr. Kedeye, Patterson, and Frank Seneca, and Frank Patterson.

Q. And he had it there when he was applying for this lease?—A. Yes.

Q. Does the council have any authority to act outside of the council?—A. No; the statute defines, provides for only one thing.

Q. What is that?—A. A majority of the councilors making complaint to the district attorney to remove trespassers on the reservation.

Q. All other business has to be transacted in council meetings?—A. Yes.

By Mr. BURDICK:

Q. You say you saw this paper of Mr. Shongo's at the council meeting?—A. Yes, sir.

Q. And you swear positively there were only four names upon the paper?—A. That is all I remember, there might have been more, I am not positive about it.

W. C. HOAG.

Subscribed and sworn to before me, this 5th day of May, 1897.

—————, *Inspector.*

WILLIAM C. HOAG, recalled:

Q. On the 4th day of December, did you continue the council meeting?—A. Yes.

Q. Was the minutes of the 3d day of December read and approved on the morning of the 4th—read by the clerk?—A. Yes.

Q. And is that the custom of the council?—A. Yes.

Q. How are the minutes approved?—A. The minutes are read over by the clerk. After they are read over a motion is made by one of the council to approve the minutes of the day-before's proceedings, and then a vote is taken the same way a vote is taken on every other proposition.

Q. In your evidence yesterday I find this question: Did you know of your own knowledge that the bid had been raised by the Seneca Oil Company? Your answer was, no. Did you mean to answer that way?—A. No; I didn't understand it that way; I would answer, yes. I didn't read over the minutes when I signed it.

Q. Do you know Mr. G. B. Custer, who was sworn at Olean?—A. Yes.

Q. Was he the gentleman who claimed to have a lease or contract with Sue Jimerson?—A. Yes.

Q. Did you ever tell him that you would give him a lease of 100 acres of land if he would give you \$500 personally?—A. No, sir; I never did.

Q. Did he say what good my lease would be, as you had already given one to the Seneca Oil Company?—A. Never said no such thing to me.

Q. Did you say "That is easily arranged; you pay me this \$500 and I'll get the council in the same condition they were in when they signed this lease to the Seneca Oil Company?" Did you say, in answer to his question as to what condition they were in, "A very little money and a little whisky goes a great ways with the Indian council?"—A. No; I never said so.

Q. Did you say any of these things in substance to him?—A. No, sir.

Q. What was the talk between you and him?—A. He came to me; I was up at Chipmunk. He says, "I built a rig down here on Susan Jimerson's lands and got my money in this rig," and he asked me if there was any way that he could get this lumber off, and I told him that if Sue Jimerson—I thought if she had a mind to let him take it he could take it off. He says that he was looking for Abb Faucher, one of the Seneca Oil Company. He asked me if I had seen him that day. I told him I had; that he was around there somewhere. He said, "I want to see him; I want to buy 100 acres of this Seneca oil lease." That's all that was said on that subject. He told further about organizing a company with Sue Jimerson.

Q. Do you know what become of the bids of the other oil companies?—A. Some of the companies took them away. I think the clerk took care of them, but I couldn't say how many was taken away.

Q. Is this paper the constitution of the Seneca Nation of Indians?—A. Yes.

Q. When was that adopted?—A. January, 1893.

Q. How was it adopted? Since its adoption has the council and nation acted under it?—A. Yes, sir.

Sworn and subscribed to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. ———, *Inspector.*

Mr. HOAG, recalled.

By Mr. ANSLEY:

Q. How many terms have you been president?—A. Two terms, and I have been treasurer of the nation ten times.

Q. What amount of bail do you have to give as treasurer?—A. \$10,000.

Q. Have to have white men for bail?—A. Yes.

Q. Is this Seneca Oil Company's lease a good lease for the nation?—A. Yes.

Q. Why?—A. It saves all litigation over the oil question. If we go into litigation the oil would be drained away from the reservation; the reservation is narrow and the whites are operating on both sides, and in time it would be drained away, while other oil companies are working at it.

Q. They are surrounded on the south, north, and east by white people's land?—A. Yes.

Q. And the village of Carrollton is about how wide?—A. About a mile and a half, I should think.

Q. And extends clear across the reservation from north to south?—A. Yes. I think the Indians ought to get the good of this oil.

Q. Do you regard the bonus as a fair bonus?—A. Yes; and the field was not developed at the time we made the lease.

Q. A year ago last August did the nation offer to lease this same land to William Fish and Dr. Hamilton for a bonus of \$300?—A. Yes.

By Mr. BURDICK:

Q. Has there anyone a right to drill on the Carrollton strip for minerals?—A. I should think it would be a question who would have the right to drill on it.

Q. You say that the time this lease was made the land was not developed?—A. No.

Q. You mean that wells drilled had not demonstrated that there was oil on the reservation?—A. No. It hadn't been developed within a mile of the reservation land; no well drilled.

Q. You speak about some offer made in August, 1895. Was the council in session at that time?—A. Yes; Hamilton Fish application for this, and would appear in the records.

Q. In December, 1896, in your opinion, was the Seneca oil lease at that time good without ratification—the Barker lease, I mean?—A. That would be a question of law, I think.

Q. Are you familiar with the oil business—had any experience?—A. No.

Q. You don't know how much territory a well will drain?—A. I know how many wells they put down on an acre.

Q. Had you an idea in December, 1896, how much a well would drain?—A. About 5 acres.

Q. Have you any idea how long wells produce oil?—A. Yes; somewhat.

Q. How long will they produce?—A. Those wells on Chipmunk produce for two or three months and then commence to fade, some longer, and not anything held up a year.

Q. How long—how many years will they produce—any oil wells?—A. I don't know of any only this field.

Q. You had no knowledge of that in December, 1896, had you?—A. Yes; somewhat.

Q. Do you know when operations commenced in the Chipmunk field?—A. Two or three years ago, 4 or 5 miles from the reservation.

Q. When was the nearest well drilled from the reservation line?—A. I think it was in December, 1896.

By Mr. ANSLEY:

Q. Have there been several oil wells drilled within the village of Carrollton?—A. Yes. Since last December, I think, six on the reservation—seven since last December.

Q. How many are on the south side of the river?—A. Six.

Q. It was white people that drilled these wells?—A. Yes, sir.

Q. Had there been any drilled before that time?—A. Yes. I think in 1885 or 1888 there was two wells drilled on the north side of the river and one on the south side.

Q. Did they find any oil?—A. No; they got a little on the south side, but they threw up the lease.

W. C. HOAG.

Subscribed and sworn to before me this 5th day of May, 1897.

P. McCORMICK, *Inspector.*

WILLIAM C. HOAG, recalled, testified:

Q. Do you know Chester Lay?—A. Yes, sir.

Q. Where does he reside?—A. He lives on the Cattaraugus Reservation near Versailles.

Q. Did you see him at the council at Shongo in December last?—A. Yes.

Q. What time during the council did he come there?—A. I saw him on the third day in the afternoon, was the first time I saw him; I don't remember seeing him at noon.

Q. Was he there on the second day?—A. No.

By the INSPECTOR:

Q. Were there many Indians at the council outside the councilors?—A. Yes.

Q. Could you name them all?—A. Some of them.

Q. Lay might have been there the second day and you not have seen him?—A. I think I would have seen him if he had been at the council. Lay was intoxicated that day.

W. C. HOAG.

Subscribed and sworn to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

DAVID H. JACK, being duly sworn, testified as follows:

By Mr. MULLEN:

Q. What is your occupation?—A. An attorney at law.

Q. Where do you reside?—A. At Bradford, Pa.

Q. Were you present at the meeting of the Seneca councilors at Shongo, N. Y., on or about December 3, 1896?—A. Yes, sir.

Q. For what purpose?—A. For the purpose of procuring a lease for some clients of mine.

Q. You made a proposition to the council?—A. I did.

Q. What was that proposition?—A. I offered in behalf of my clients in case a lease was granted for the reservation, including Oil Spring, Cattaraugus, and Allegany reservations, to drill ten test wells; to give one-eighth royalty from all wells producing on an average 50 barrels per day for thirty days; one-fourth royalty on all wells producing over 50 barrels and less than 150 barrels per day for thirty days, and three-eighths royalty on all wells producing over 150 barrels per day for thirty days. One hundred and fifty dollars per year for each gas well from which the gas was sold and utilized off the premises. That offer was enlarged, so that I offered \$2,000 cash upon the ratification of the lease by the Indians, and \$2,000 additional when the same should be approved by the Secretary of the Interior or by Congress, as should be necessary.

Q. Did you consider that that was the best that was made?—A. I thought that was the best bid I heard made to the council that day, and I was there until they adjourned.

Q. Did you know money was being paid to the council to suppress bids?—A. I do not.

Q. How was your bid made—in writing or orally?—A. In writing. The bonus money was on a separate paper after my first bid was put in. It was not on my first bid.

Q. Did you endeavor to ascertain if there were any better bids?—A. No, sir.

Q. Did you know of any better bids that were made?—A. I did not.

Q. Did you know of any as good as that?—A. No, sir; I did not.

Q. What was the reason, Mr. Jack, that you didn't bid more for the property?—A. That was the limit I was authorized to bid at that time.

Cross-examination by Mr. ANSLEY:

Q. Your bid was in writing and given to the clerk?—A. Yes, sir.

Q. Were you present at the council after the vote was taken and Mr.

Vreeland stated that he would release all the lands in his lease, except what was east of Salamanca?—A. Yes, sir; I was present when he stated he would release all east of the town of Salamanca.

Q. Did you then make the council a proposition for a lease of the balance of the Allegany Reservation? How much did you offer them?—

A. The same terms, except \$2,000 bonus instead of \$4,000. I think it was to drill 5 wells instead of 10, and \$2,000 instead of \$4,000, but the same royalties.

Q. They declined it?—A. Yes.

By Mr. MULLEN:

Q. Did you meet with any opposition from the Seneca Oil Company there?—A. The Seneca Oil Company were competitors and were bidding for this lease or a portion of this land and, as I understood, the council granted them the lease.

Q. What did you understand in regard to the Seneca Oil Company's proposition? What their relations were with the council? What was the reason you stopped bidding?—A. I went to the limit; the other fellows had the pull on me and they got the lease.

Q. Did the Seneca Oil Company make any better bid there than \$1,000 and an eighth royalty?—A. Yes; my recollection is that Mr. Vreeland in his speech to the council told them he had \$2,000 cash to give them then and that there was no string on it conditioned for approval by Government or anybody else. Whether he offered more or not I do not remember.

Q. That was the best offer you heard the Seneca Oil Company make?—A. That was the best offer I heard them make for the ratification of their old lease.

Q. That was a verbal offer?—A. So far as I knew.

Q. Do you know whether or not they filed a written proposition?—A. I do not.

Q. Were the offers read or disclosed to you?—A. As each lease came up I was told by an interpreter that the propositions were read. All the negotiations were in the Indian language, which I do not understand; but I was told as each lease came up that the propositions were read by the clerk. Mr. Vreeland's proposition, which I have testified to, was made in English.

Q. Did you know of any offer made by the Seneca Oil Company of \$1,000 down, \$2,000 if oil was found in paying quantities, and a graded royalty?—A. I have no recollection of any such proposition.

Q. At this time they had a large well in this vicinity, known as the Donnohue well?—A. It was so stated to the council. I do not know of my own knowledge.

Q. How much would that land be worth under the circumstances at the time of the meeting of the council?—A. I don't know.

By Inspector McCORMICK:

Q. How many days was this council in session?—A. From two to three days; I don't remember.

Q. How long were you present there?—A. Two days.

Q. What day did you put in your bid; the first or second day you were there?—A. The 2d day of December; the first day I was there.

Q. After putting in your bid did you withdraw and revise it?—A. I revised it by adding an offer to pay \$2,000 cash and \$2,000 additional when the lease should be ratified by Congress or approved by the Secretary of the Interior.

Q. What induced you to revise your bid?—A. I heard that the

bonuses were being offered, and as I was desirous of securing the lease I offered a bonus.

Q. How did you get that information?—A. I heard it through competitors and members of the Seneca Nation who were present.

Q. Did you have to pay anything for the information?—A. No, sir.

Q. Did you offer any inducements to this council or to any member of it, outside of your bonus and the royalty that you offered?—A. No, sir.

Q. Have you any reason to suppose that your company offered any inducements?—A. I have heard that they did.

Q. You stated just now that the Seneca Oil Company had the pull, and your explanation of that was that they had the majority of the vote.—A. That's just what I mean.

Q. Their bid not being as large as the bid of your company, why did you suppose that they had the pull?—A. Well, from personal influence or their relations with the members of the council, they preferred to give the lease to them rather than to us.

Q. From your knowledge of the Seneca Nation of Indians, does personal influence count for more than money?—A. My knowledge of the Indians commenced with this attempt to get the lease. I was told that the Indians would not treat with any person in whom they did not have confidence, and I was told that the members of the Seneca Oil Company knew the members of the council very well.

Q. From your knowledge of the Indians, do you think that personal influence would count for more than money?—A. I can not answer that; I know they got the lease and knew the Indians, whether money was used or not I can not tell.

Q. Then I can infer, from your answer, that the personal influence rather than a large bonus had operated with the Indians in securing this lease?—A. So far as I know that is true.

Q. What would you say is a fair valuation of these oil leases at present from the reported production of the wells? The reported production being from 700 to 1,100 barrels per day?—A. It is impossible to give an estimate of the value of 4,000 acres upon which the wells spoken of are located unless the wells are so far apart that it would define a sufficient amount of territory to show that it was oil territory, the oil producing portion of this tract might be very small, and while the average bonus which the proved territory was worth might be from \$100 to \$500, the average for the 4,000 would be low. From my knowledge of the situation, I should think \$5 per acre for the 4,000 acres and one-eighth royalty would be a fair valuation.

Q. Were all these leases handed in in writing?—A. Yes, sir; except the Seneca Oil Company's proposition was for a renewal or ratification of their old lease; the proposition was read and was in writing.

D. H. JACK.

Subscribed and sworn to before me this 3d day of May, 1897, at Olean, N. Y.

P. McCORMICK, *Inspector*.

A. L. JAMISON, examined.

By the INSPECTOR:

Q. Where do you reside?—A. Town of Salamanca.

Q. Are you an Indian?—A. Yes, sir; I am a Seneca Indian.

Q. What position did you hold during the year of 1896 in the Seneca Nation?—A. Clerk.

Q. Were you present in your official capacity on December 1, 2, and 3, 1896, of the council meeting?—A. Yes, sir.

Q. Did your council give any leases during that period to any company for oil?—A. Yes, sir.

Q. To whom did they grant the lease?—A. Seneca Oil Company.

Q. Was that the only bid?—A. No, sir; several bids, the Easter, South Penn, and McElwaine.

Q. How were these bids made?—A. In writing.

Q. When were they put in, the first, second, or third day?—A. They begun on the second and third. Previous to that time they made an application for an oil lease.

Q. Were they handed in in a sealed envelope?—A. No, sir; open.

Q. After being handed in, were any of the bidders allowed to recall their bids and revise them?—A. Yes, sir; they had the privilege to take the slips out and change the figures and make a better offer.

Q. In accepting bids in your nation, is that the usual proceeding of the council to allow people to withdraw bids and revise them?—A. Yes.

Q. Are all of them read out in open council?—A. Yes.

Q. Do you know Mr. McElwaine?—A. Yes; by sight.

Q. Was his bid read out in the council?—A. It was read.

Q. Do you know the representative of the South Penn Company there, Mr. Jack?—A. I heard of his name.

Q. Did you keep his company informed as to the bids as they were being raised?—A. Yes.

Q. Did you receive any compensation—any money—for doing that?—A. No, sir.

Q. From any of these companies for doing that; you didn't receive \$1 for giving this information?—A. No.

Q. Did you receive any money from anybody for giving any information?—A. No.

Q. Did you use your influence with any of the councilors in the interest of anybody?—A. No.

Q. Was any money paid to any of the councilors for their votes?—A. No.

Q. Ever hear of any?—A. No.

Q. Hear it intimated?—A. Not at that time; I have heard it since from Dan Shongo's party.

Q. What did they say?—A. Only what I have heard through the papers.

Q. Did you see any envelopes passed up to any of the councilors that day?—A. No, sir.

Q. Were any of these leases voted upon except the Seneca Oil Company lease?—A. That was the one they ratified.

Q. Why did they give it to the Seneca Oil Company?—A. Because they offered better considerations and conditions.

Q. What were the conditions?—A. Well, the [witness refers to books] conditions were that they were to release all the lands. You see the Seneca Oil Company bought from Barker his lease, and then the Seneca Oil Company was to release to the Seneca Nation all the reservations excepting the towns of Great Valley, Allegany, and Carrollton. The royalties that they agreed to give was as follows: one-eighth on all wells averaging 50 barrels or under; one-quarter on all wells averaging from 50 to 150 barrels a day, and three-eighths averaging from 150 a day. And that's all of the royalty. The bonus was to give \$4,000; that they would pay the cash right down, \$1,000 cash paid upon delivery of resolution and \$3,000 more if oil is found in paying quantities.

Q. What was the greatest consideration, the bonus or the releasing of the Barker lease?—A. Well, the release was the most consideration, I think, and the royalties.

Q. Did you consider that the Barker lease was valid?—A. I think so.

Q. You didn't think it had expired?—A. No.

Q. Had the terms of the Barker lease ever been complied with? The Barker lease provided that the company should do certain things within certain times; had they done anything that they had agreed to do in the lease? For instance, they agreed to commence one well within six months, had they done that?—A. Not that I know of.

Q. Well, had they complied with any of the terms?—A. Not as I know of.

Q. Then, did you consider that this lease was valid when you gave the new lease?—A. Why, of course I think it was still existing.

Q. The terms had never been complied with?—A. No; I guess not.

Q. Notwithstanding that they had never been complied with, you considered this a valid lease?—A. Yes.

By Mr. STONE:

Q. No well had been drilled on December 3, 1896, when this proposition was accepted?—A. No.

Q. Never drilled or commenced any well?—A. No.

Q. Mr. E. B. Vreeland told you that this Barker lease was valid?—A. He did state it in the council.

Q. Mr. Jenkins told you it was valid, did he?—A. Yes.

Q. You wanted to get rid of the lease at that time, didn't you, and desired to get a release of the 51,000 acres?—A. Yes.

Q. You had the custody of these propositions?—A. Yes.

Q. You have them now?—A. No, I haven't got them all; see, some of the applicants when they didn't get their applications ratified, they took their applications home with them.

Q. Who took them?—A. Several; I think the Eastern Oil Company and the South Penn; I don't find them in my papers.

Q. Do you remember of their taking them away?—A. I haven't got them in my possession; that's all I know about it.

Q. You might have lost them, or given them to Mr. Hoag.—A. He has nothing to do with my papers.

Q. Mr. Hoag has inspected them, has he?—A. He has read them over, the same as I do.

Q. Mr. Vreeland also inspected them?—A. He was there during the council, and heard all of them.

Q. Didn't you show them to him?—A. Yes; he had privilege to look them over; I didn't show them to him.

Q. Where is the proposition that was submitted by the Seneca Oil Company; the original paper handed up by Mr. Vreeland?

(Witness shown paper purporting to be a resolution, to which is appended an agreement, both bearing date December 3, 1896.)

Q. Whose handwriting is this on these papers?—A. Mr. E. B. Vreeland's.

Q. What is your given name?—A. A. L. Jimerson.

Q. Is this Jimerson who made this motion a relative of yours?—A. No, sir.

Q. When was this writing done?—A. At the time they made the application.

Q. At the time they made the application?—A. I think so.

Q. Done at its date?—A. I think so.

Q. Why was this clause added, "said average to be for one year?"—

A. It was the Seneca Oil Company's proposition.

Q. Can you state from recollection who suggested putting in that clause; who wanted it put in?—A. It was written on the slip just as it was presented to the council. I don't know at whose request it was put in; it was just so.

Q. Who wrote the word "adopted" at the bottom?—A. I did.

Q. Who voted in favor of the acceptance of this proposition?—A. I don't know.

Q. Don't you keep any record of who voted for and who voted against?—A. No.

Q. How did the vote stand?—A. The president announced twelve in favor and four against.

Q. Who were the four who voted against it?—A. I don't know.

Q. Don't you know any one of them?—A. No; I didn't keep track; I was busy writing the proceedings.

Q. Do you know now?—A. No.

Q. Have you learned or heard of any member who voted against it?—A. I think Frank Patterson.

Q. Who else?—A. Well, I think Wallace Halftown.

Q. Wallace Halftown was president when the Barker lease was signed, and he voted against the Seneca Oil Company?—A. Yes.

Q. Frank Patterson has once been president?—A. Yes.

Q. Your record says that upon the assembling of the council on December 3, 1896, after the president had called the council to order and the roll had been called and prayer offered and the minutes read, the president notified the council to proceed in the matter of the Seneca Oil Company. Were these other propositions in your hands presented to the council?—A. They were.

Q. There were seven other propositions, weren't there?—A. They are all there.

Q. Are you not required to state on your records the number of votes for and against a resolution?—A. No, not generally; only the majority; where it's carried I put down carried, and when it's lost I put that down.

Q. According to your records, no other proposition was considered on December 3, 1896—no other application was considered; is that true?—A. The meeting was open for discussing all the propositions.

Q. According to the record, none of them were presented. Is the record true?—A. My record is true.

Q. They were not considered according to your record?—A. All the other propositions were given fair consideration.

Q. Was any other proposition considered on December 3 but that of the Seneca Oil Company in the Seneca Council?—A. Yes; all these different applications.

Q. Does your record show that? On the 3d was any other proposition considered excepting that of Seneca Oil Company?—A. There was.

Q. But your record does not show that, does it?—A. They were considering the others on the 2d.

Q. What proceedings are recorded on pages 400 and 401; are those the proceedings of December 2, 1896?—A. Yes.

Q. And on pages 402, 403, and 404 is a part of the proceedings of December 3, 1896?—A. Yes.

Q. And in the record of your proceedings on December 3 there is no mention of any application except that of the Seneca Oil Company, is there?—A. No.

Q. The record, you say, is correct?—A. Yes.

Q. This proposition that you have handed me doesn't say anything about \$3,000 additional. Did you have such a proposition?—A. ———.

Q. Has a release been executed of 51,000 pursuant to this proposition—been executed to the Indian nation?—A. Yes.

Q. Where is it? You haven't any release except the proposition in your book have you?—A. I copied that from the other one.

Q. Where is the original? On December 2, you have recorded that eight applications for oil leases were presented, and among them the application of the Seneca Oil Company. Is this the application that was presented on the 2d of December?—A. Yes; it is.

Q. Was there any other application presented by the Seneca Oil Company excepting that one on the 2d day of December?—A. I can't say; it was during the council.

Q. These three papers were all the papers offered by the Seneca Oil Company, weren't they; that is all, isn't it?—A. Yes.

Q. How do you explain the fact that this proposition to pay \$1,000 and give a graded royalty is dated December 3, if it was presented to you December 2? Who put those dates on?—A. The Seneca Oil Company put them on before they handed them in.

Q. You can't explain why it is dated December 3, can you?—A. No.

Q. You were a member of the Indian nation, and interested in this matter the same as any other member, aren't you?—A. Yes.

Q. It would affect you the same as any other member?—A. Yes.

Q. You had some choice in the matter—you were in favor of the Seneca Oil Company?—A. No. I was more in favor of their proposition than the rest of them because they made a fair proposition.

Q. The South Penn offered you \$2,000 cash, and the Seneca \$1,000 cash?—A. Yes. Mr. Jenkins advised us that the Seneca Nation should take the best proposition. He said, get what you can out of it—good bonuses and good royalty.

Q. Who talked with you about the Seneca Oil Company's proposition?—A. No one.

Q. Did you try to get them to accept the proposition?—A. No.

Q. This record shows that there were no propositions on the 3d day except Seneca Oil Company. Did anybody ask you to hold back the other propositions and not present them?—A. No.

Q. Didn't anybody ask you to hold back any of these propositions?—A. No.

Q. Were you present during entire session of the council?—A. Yes.

Q. Were you with Mr. Hoag when the council adjourned? What members of the council were you with when the council adjourned?—A. Frank Patterson, Frank Seneca.

Q. Did you talk about this matter with them?—A. No.

Q. President Hoag tell them what he wanted done?—A. I didn't hear him.

Q. Didn't he tell them there was some money in it?—A. I didn't hear him say anything about money.

Q. Do the members of the council get something for voting for a lease?—A. No; they never do. I have never seen or known of it.

Q. You heard Mr. Vreeland say that you could? Now, on the third day, as soon as the president notified the council to proceed in the matter of the Seneca Oil Company, Robert White moved to adjourn for one hour, didn't he?—A. Yes.

Q. Did Robert White vote for the Seneca Oil Company?—A. I don't know.

Q. Had the last proposition of the Seneca Oil Company been sent up before you adjourned for dinner?—A. I don't recollect.

By the INSPECTOR:

Q. Did Shongo make an application for a lease on your land that day?—A. Yes; during that council.

Q. Why didn't you grant him a lease?—A. I suppose he wasn't paying any bonus or royalty to the nation, simply wanted to get a lease and have it ratified for boring a well.

Q. What is the custom among the Seneca Indians as to mineral rights?—A. I don't know of any.

Q. Has an Indian a right to take up unoccupied land anywhere on the reservation?—A. I think it is in the laws of 1892 and 1893. It is regulated by the statutes of the State of New York.

Q. Has any Indian at any time ever taken up a mineral lease on any of your reservations? Has an Indian any right to take up land for mineral purposes under the Indian usages?—A. I don't know of any law by which it can be done.

Q. You never have heard of any having been taken up until recently?—A. No.

Q. Do you know where the land Shongo claims is?—A. I don't know only what I have heard; I have heard it was the same land the Seneca Oil Company claims.

Q. Was there any Government representative present when this lease was granted?—A. I saw Mr. Jewell there.

Q. Was he there as Indian agent?—A. I understood he was not.

Q. What is the feeling among the Seneca Nation as a people in regard to this lease?—A. I think they are getting to be pretty well posted, and I think they are pretty well satisfied.

Q. Has there been any discussion among your people as to whether the councilors were bribed?—A. I have heard they had some public meetings; I don't know anything about it.

Q. Did they hold a public meeting to discuss that question?—A. No. Some of the people got together to discuss that; I don't know that they had any regular meeting.

Q. Have you ever heard your people discuss whether or not the councilors received bribes?—A. No.

By Mr. ANSLEY:

Q. You record on the minutes the action of the council?—A. Yes.

Q. And you recorded on the minutes the action of the council with regard to the Seneca Oil Company's lease?—A. Yes.

Q. You didn't put down the action they took on any other matter?—A. No.

Q. Each proposition made by the different companies was presented to you as the clerk?—A. Yes.

Q. And by you the council were informed of their contents?—A. Yes.

Q. You did this in your own language, so that when they acted on the Seneca Oil Company's lease they understood what was proposed?—A. Yes.

Q. So that they considered the propositions connected with the Seneca Oil Company's proposition?—A. Yes.

Q. Is that the usual way of doing business with the council—you submit the propositions to the clerk—that's the custom?—A. Yes.

Q. Was this lease granted in conformity (the proposition of the

Seneca Oil Company before the council) to the laws, rules, and customs of the nation?—A. Yes.

Q. And all the proceedings had in regard to all these matters was according to their rules and customs?—A. Yes.

Q. And according to the rules and customs of granting all other kinds of leases?—A. Yes.

Q. What was done with the application of Daniel Shongo?—A. They rejected it.

Q. Did he then make another application for another piece of land?—A. Yes; he made an application for the right to bore for oil or gas for him and his associates.

Q. Who did he say they, his associates, were?—A. It didn't state in his paper.

Q. You had election yesterday? Was it one of the matters in issue yesterday in your election, this Seneca Oil Company lease?—A. It was talked so.

Q. The old officers were reelected?—A. All of them that run.

Q. The South Penn proposition of \$2,000 was for all the Allegany, Cattaraugus, and Oil Spring reservations?—A. Yes.

By Mr. VREELAND:

Q. When was the bid—the second bid—the \$3,000 bid of the Seneca Oil Company, sent up to the clerk?—A. Third day, I think.

Q. Did I have any conversation with you on the third day about that bid?—A. You wanted to attach to the other papers.

Q. Was that all the conversation he had with you?—A. Yes.

By Mr. STONE:

Q. You can't tell why you didn't put it on the record?—A. No.

Q. Will you read from the minutes, on page 408, the first entry? [Presents book to witness.] A. (Witness reads:) Frank Patterson offered the following resolution:

Resolved, That a lease dated December 2, 1896, and made by Walter S. Kennedy to E. B. Vreeland for oil and gas purposes, and which lease is for premises within the boundaries of the village of Carrollton and particularly described therein, is hereby confirmed and ratified.

Adopted.

Q. State whether that lease to Mr. Vreeland was given without any royalty.—A. It does give a royalty, one-eighth. I don't know about bonus. It covers about 15 or 20 acres.

By Mr. ANSLEY:

Q. Now, this lease was for land in the village of Carrollton, and was of some land that Walter Kennedy occupied up there, and had nothing to do with the Seneca Oil Company's lease. It was a lease gotten from Walter Kennedy?—A. Yes.

A. L. JIMESON.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

—————, *Inspector*.

JESSE JAMISON, sworn and examined, testified.

By the INSPECTOR:

Q. Where do you reside?—A. Cattaraugus. I am an Indian. I am a member of the Indian council. I was present at the council meeting in December, 1896.

Q. Did your company make any oil leases during that council?—A. Yes.

Q. Which company?—A. Seneca Oil Company.

Q. How many applications were there?—A. I think six or seven.

Q. Which company did you vote for?—A. The Seneca, because I thought they offered the best.

Q. What was their offer?—A. One thousand dollars bonus and \$3,000 after they got out, and a royalty of one-eighth up to three-eighths, and the Standard offered, I think, \$2,000.

Q. Any other consideration offered by the Seneca Oil Company?—A. No, not that I know of. They offered to release all the land that they then claimed under the lease.

Q. Did they do it?—A. Yes, sir.

Q. What did you mean; did you sign this paper that I hand you?—A. Yes, sir.

Q. Is that what you did sign?—A. Yes, sir; I signed a paper like that.

Q. What did you mean by that?—A. They had the Barker lease, and of course council didn't want to lease both reservations, or the whole reservation of Allegany, and so the Seneca Oil Company released all except east of Salamanca, up above. That is why I signed that. Andrew John came along there, and he says he was to the clerk's books and got the copy, and I told him it was no such thing; never went through the council in that shape.

Q. Before you granted the lease to the Seneca Oil Company, didn't your council take a vote to confirm the Barker lease that the Seneca Oil Company held?—A. No; not as I know of.

Q. Didn't you hear any such proposition as that put to the council to confirm that lease?—A. No; it covered both reservations; they didn't confirm that.

Q. Can you read and write?—A. Yes. I never looked over the records kept by the clerk. I don't know whether there is a confirmation on the books of the Barker lease or not.

Q. You were not aware that you were voting to confirm that Barker lease?—A. I was voting to grant Seneca Oil Company east of Salamanca, but not voting to confirm the Barker lease.

Q. Then this paper here is true, is it, that you signed, or not?—A. It reads there we confirmed the Barker lease; that I don't think is true.

Q. Then this paper is true, that you didn't know you were voting to confirm the Barker lease?—A. We never voted to confirm the Barker lease.

Q. Did you see anybody under the influence of liquor at that council?—A. No; I don't know that there was any there being used. I don't know that any money was paid to any councilor for his vote.

Q. Did you work individually for any company?—A. No.

Q. Were you asked by any company to work for them?—A. No.

Q. Why didn't you give Daniel Shongo a lease for mineral land?—A. I had just as soon let him have it.

Q. Did you vote to give him a lease?—A. Yes.

Q. Is it the custom, or has it been, of your nation, to grant mineral leases to any Indian?—A. No; no custom.

Q. Do you know how many Indians live on your lease as at present claimed by the Seneca Oil Company?—A. No; not many; quite a few.

Q. Was any Government representative present at this meeting of your council?—A. The agent was there. I think he was representing the Eastern Oil Company.

By Mr. BURDICK:

Q. Did you sign the permit to Mr. Shongo—the paper that was issued prior to the meeting of the council?—A. I think I did.

Q. Did any member of the Seneca Oil Company talk to you, either at Salamanca or the council house, before the vote was taken?—A. No; had no talk at all with me about it.

Q. How many days were you in session?—A. Four days. During all that time I saw no whisky there.

Q. Did you receive information that there was whisky there?—A. No.

Q. Did anyone say to you if you voted a particular way you would be taken care of, or something would be done for you?—A. No.

Q. When was the bid of the Seneca Oil Company increased from \$1,000 to \$3,000?—A. I think at the same time it was granted.

Q. How was it made?—A. To pay \$1,000 bonus and \$3,000 after they get oil.

Q. How was that proposition made to the council?—A. They left a paper there on the desk and Mr. Vreeland stated that himself.

Q. Did you understand how many acres of land were to be included in this new lease the Seneca Oil Company got?—A. No, I didn't know. It described the boundaries. It was from the towns of Great Valley and Carrollton and Allegany. All east of Salamanca, excluding the villages.

By Mr. ANSLEY:

Q. You understood, did you not, that you were confirming the Barker lease so far as that part of the territory was concerned?—A. Yes, they were to release the balance of the land.

Q. When you signed this you meant to say—did you understand that to mean that you didn't ratify the whole Barker lease? What did Andrew John say to you?—A. He told me that the Barker lease was just transferred to the Seneca Oil Company, and I knew that wasn't any such thing, just this portion of it, and that is why I signed it.

Q. Did he say anything about the Barker lease covering the entire reservation?—A. Yes, he said it covered all.

JESSE JAMISON.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

—————, *Inspector.*

M. T. JENKENS, examined.

By Mr. ANSLEY:

Q. Where do you reside?—A. Randolph, this county.

Q. Are you an attorney at law?—A. Yes, sir.

Q. About how long have you been in practice?—A. Since 1853, more or less.

Q. Been district attorney of the county?—A. Yes, sir; six years.

Q. Were you attorney for the Seneca Nation of Indians?—A. Yes, sir; have been since a year ago last March.

Q. You have to do exclusively with the Seneca Nation of Indians?—A. Yes, sir.

Q. What reservations do they occupy?—A. I have nothing to do but with the Cattaraugus and Allegany reservations.

Q. Are you appointed under a statute of this State?—A. Yes, sir.

Q. Which defines your duties?—A. Yes, sir.

Q. State briefly what you are.—A. My duties are to advise with the

nation, whenever and at all times I am called upon by them, to bring actions, defend actions.

Q. Were you present at the meeting of the council held in December last at Shongo?—A. Yes, sir; I was called there by the president.

Q. What days were you there?—A. I was there the three days—part of the time, not all the time.

Q. Did you know that parties were there for the purpose of procuring oil lease of the reservation?—A. Yes, sir.

Q. Did you advise with the council about those leases?—A. Yes, sir.

Q. And as attorney?—A. Yes, sir.

Q. Did you advise them to accept the proposition made by the Seneca Oil Company?—A. I did.

Q. Who did you advise?—A. The first one I advised with was the president, Mr. Hoag; then I advised with some of the councilmen whose names I can't remember, two or three or four of them; I talked with them while they were in session; I was called to the president's chair to talk with him about it, and I gave him my opinion what he had better do. As I was going home soon and might not be there when it was brought up, I told him my reasons for accepting this lease.

Q. Of what is the government of the Seneca Nation of Indians composed?—A. They have a president and a council and a peacemaker's court, and they have marshals, surrogate, and a full-fledged institution in their way.

Q. How many councilors composed the council?—A. Sixteen.

Q. How are they apportioned?—A. The Allegany Reservation has eight and the Cattaraugus has eight; they are divided equally.

Q. Are all the transactions of their government done by the council or in council?—A. Yes, sir.

Q. Do they have a clerk also?—A. Yes, sir.

Q. Does the clerk have any vote in the council?—A. No, sir.

Q. Do you know anything about a lease that was asked for by Daniel E. Shongo?—A. I never saw it; I know it was talked of; on the day these other parties put in theirs he put in his; I knew it was there and I knew they were discussing it; I asked them what was before them, and they had the Shongo lease there.

Q. Do you know of any law to authorize an individual Indian to give any lease?—A. No, sir; unless it is ratified by the council.

Q. Do you know of any right to oil that a person can get by filing a renewal claim?—A. No, sir; I have never seen any law among the Indians passed by the statute or by any constitution or by-laws of the nation whereby any Indian can take and hold any land for the purpose of oil or minerals. The statute which regulates this question of allotment of lands is where an individual Indian can go on and occupy certain land with the purpose of tilling it, and with the object for a home. By going to the nation after he has taken his land and marked it out so he can describe it to the nation, they may allot to him that land so he can go on and occupy it and can not be disturbed by the council; but there is no law whereby an Indian can take land that way and lease it to a white man. The statute of this State says those leases are absolutely void, so no white man can get onto these lands by any lease from an Indian except it be ratified by the council; that is the statute of this State; if it were otherwise the entire reservation could be destroyed; if the Indians would get together and take lands in allotment and lease it to white men, they could be put off the land.

Q. Have the nation a constitution?—A. Yes, sir.

Q. Which was adopted by the vote of the people?—A. Yes, sir; I suppose so.

Q. Has that constitution been ratified by the legislature of this State?—A. Yes, sir.

Q. Does the council meet and act under that constitution?—A. Yes, sir.

Q. Do they pass by-laws and rules to regulate them?—A. Yes, sir.

Q. Do they have these by-laws published?—A. I have them in printed form.

Q. Did any member of the Seneca Oil Company talk with you and ask you to advise the Indians to take their lease?—A. No, sir; the first I knew of their making a proposition at all was when I first heard Mr. Vreeland get up in the council and make the proposition—I never talked with him about it.

By Mr. STONE:

Q. You have no authority respecting the Indians under the United States Government?—A. No, sir.

Q. When was the act passed authorizing you to act as their attorney, by the State?—A. I can't tell you when it was passed; that statute authorized the governor, by the consent of the senate, to appoint every three years an attorney. I was appointed on the 18th day of March, 1896.

Q. There is other legislation of the State affecting Indian reservations?—A. Yes, I think so; some special legislation.

Q. Can you give the date of that legislation?—A. No, sir; I can't. I know of no other statute that regulates the Indians except what is in the Revised Statutes.

Q. Did you represent the Indian Nation in the litigation that was recently instituted?—A. No, sir; the nation itself was only indirectly interested.

Q. Your duties and authority are subordinate to the statutes of the United States?—A. Yes, sir.

Q. What date do you refer to?—A. They were printed in 1896 or 1897.

Q. You have not been consulted by the Indian nation about any other lease excepting the one of December 3?—A. No; only the general consultation at the December meeting.

Q. Is that your first action for the nation in discharge of your duty as counsel?—A. No, sir; I met with them at every council.

Q. This is the only lease that you ever advised the nation on?—A. Not directly to reject or receive it. They asked me what I thought about this lease and what they had better do about accepting it. Not any prior to that time.

Q. Did you ever see the lease referred to as the Barker lease?—A. I never saw that lease until within the last week.

Q. You had not seen it at the time of the council meeting on December 3?—A. No, sir.

Q. The proposition that was there accepted was in substance a renewal or extension of the Barker lease, was it not?—A. Substantially that. I understood there had been an assignment of this lease from Barker to this company.

Q. Did you understand at that time that the Barker lease had been forfeited by nonperformance?—A. No; I understood there was some conditions that they had failed to perform and the lease had been assigned by them to this company; was so stated by Mr. Vreeland.

Q. What was the condition that you understood had not been complied with?—A. I didn't know.

Q. You were not able to say, then, from the information you had, whether the lease had then been forfeited by nonperformance or not?—A. No.

Q. Then, as I understand you, you advised the council of the Indian nation to ratify an assignment of this lease after being informed that its conditions had not been complied with and not knowing whether the period had expired.—A. I had not been informed; it was a rumor that the lease itself had not been ratified; I advised the nation that the offer as then stated by Mr. Vreeland was the best offer for the nation. It was rumored there in the council. I never heard a word about it before, not a word until the day this question came up in the council.

Q. At that time it was brought to your notice that there was a rumor to that effect?—A. I understood there was a rumor, and my notion is that those conditions did not make the lease void.

Q. You didn't know then what the lease contained or whether the conditions were essential or not?—A. No, sir; I didn't.

Q. You advised the nation, then, to approve an assignment of the lease affecting 4,000 acres of their territory supposed to be valuable for oil without knowing what that lease contained?—A. Yes, sir; I did not know what the lease contained; I knew what the proposition contained. I advised them simply along that line; that was what the council asked me.

Q. At the time you gave them that advice had their proposition been introduced in writing?—A. Yes, sir; I think at that time it had been.

Q. You didn't see that?—A. No.

Q. This council is a body having discretion?—A. Yes, sir.

Q. It has authority to pass upon these questions by vote of the council?—A. Yes, sir; any kind of a lease can be passed upon by them.

Q. Did you regard it as a part of your official duties under the laws of the State of New York to advise the members of the council how to vote on such a proposition?—A. No, not quite that. I didn't advise them how to vote; I gave them my opinion that I thought it was the best lease for the nation; they were competent men to vote; that council composed some of the ablest members of the nation.

Q. Did you take part in their deliberations as a member of the council?—A. No, sir; I did not; if they ask me I give them directions; I have no authority to counsel for any other interest except for their interest; that was my instructions.

Q. Was any vote of the council passed requesting your opinion?—A. No, sir; I don't know of any. What they did in their own tongue I don't know; I think it is a bad policy for them to do their business in their own tongue.

Q. Your advice was not requested by the council as such—what individual member of the council requested your advice?—A. I can not name one, but know there was three or four of them—the president, Mr. Hoag, for one.

Q. At the time when you advised this council that you thought the Seneca Oil Company's lease was the best, you had seen and examined all the other leases that had been presented?—A. No, sir; it was the general talk there on the outside quietly; I saw a lease there presented by a gentleman from Bradford.

Q. What lease was that?—A. I can't tell you what it was.

Q. Did it contain some objectionable features?—A. No; but in my

opinion it was not as valuable as the Seneca Oil Company's lease. The proposition as I understood by his lease was that before any money should be paid to this nation his lease should be ratified by Congress and a certain amount presented. They should have some oil in some quantities; I am as positive of it as anything I have carried in my memory; I told the president just this; this lease might not ever be ratified by Congress, and I didn't believe they would ever ratify it if they had ratified the Seneca Oil Company's lease, and the other one was the money down; the other proposition was that I didn't believe there was any oil on this lease, and then they wouldn't get anything.

Q. Your proposition was to accept the proposition which was the most cash?—A. Yes.

Q. The cash proposition of the Seneca Oil Company was \$1,000?—A. Yes, sir.

Q. The cash proposition of the Bradford Company was \$2,000, was it not, and \$2,000 contingent?—A. No, sir; I didn't so understand it.

Q. Then you didn't see the proposition in writing of the Bradford Company?—A. Yes; I did.

Q. You didn't understand there was any proposition before the council that contemplated the payment of cash except that of the Seneca Oil Company, did you?—A. I didn't understand that any company had offered any present cash to the nation except the Seneca Oil Company; the others were based upon some contingency.

Q. You don't undertake to state positively, from your recollection, that the written proposition that you saw from the company in Bradford did not cover a cash payment of \$2,000?—A. I understood it that they paid \$2,000 to the nation when Congress ratified the lease, and another consideration was when they got oil in paying quantities; but I may be mistaken about this.

Q. If you had understood the Bradford company's proposition to cover a cash payment of \$2,000, would you have advised them to accept it in preference to the Seneca Oil Company?—A. I can't exactly state that in that way.

Q. What were the complications?—A. It was a shrewd question.

Q. You had no other proposition in view except that of the Seneca Oil Company and that of one other company which proposed as you understood?—A. Yes, several companies.

Q. Did you see their proposition?—A. No, sir; I heard it talked what it was—the Eastern Oil Company.

Q. You stated that your attention had not been directed to these circumstances until they occurred?—A. I made an affidavit a few days ago.

Q. That affidavit may not have been correct in all its particulars.—A. I intended it such.

Q. If you said you had examined all these propositions that were before the council, that was not true, was it? What propositions did you consider and deliberate and advise upon?—A. I had in mind the leases, as I understood them to be granted under some contingency, and I says, "This is an absolute proposition," and, I says, "What you will get to-day in cash on this table will be probably all the money you will ever get; I don't believe there is any oil there, and I don't believe Congress will ratify any other lease, and I don't think it advisable to take it."

Q. Did you not, as counsel for the Indian nation, regard it as requisite, in order that the nation might enforce the contract, that it should first be ratified by Congress?—A. Yes, sir; I so understood it, and do

now. The Seneca Oil Company proposed to take the risk themselves. I think this Barker lease has been ratified, and I don't think Congress can take it back. Under this lease they received a consideration; they got \$4,000 in money and some oil; they have taken the money to the Indians.

Q. But if the lease was voidable for forfeiture at the time of the assignment, then the subsequent payment would not revive it, would it?—A. Not as far as Congress was concerned; but as far as the nation is concerned it would.

Q. What was the proposition submitted by the Seneca Oil Company to the nation upon which you advised the council to accept?—A. The proposition that they would give a certain amount of money, \$1,000 down; they would release on their lease all of the territory except a piece of land up here which contains 3,000 or 4,000 acres, and they would put down a certain number of wells, I think five, within a certain length of time, and would give to the nation a certain amount of the oil, I think one-eighth or more, but I have in my mind one-eighth of the oil.

Q. Was that in writing?—A. No, sir; it had been stated there in council and I had heard it.

Q. As I understand, you advised an acceptance of this proposition without its being put in writing?—A. I heard the proposition and knew the proposition had been made in writing, and I advised the acceptance of that proposition.

Q. Was it voted on in your presence?—A. No, sir.

Q. Did you say that you heard the propositions read?—A. I heard the proposition of the Seneca Oil Company read or stated. I think the offer was in writing and handed to the clerk, and if you call that a proposition, part of it was in writing; I refer to the statement made by Mr. Vreeland.

Q. It was handed to the clerk in your presence?—A. I think it was, but I am not positive about that.

Q. Then you saw a written proposition handed to the clerk and advised the Indians upon its acceptance without examining it?—A. I didn't say that; there was something sent up there in writing that I never saw, and didn't know what it contained; I knew, so far as the Indians told me, what it contained.

Q. It still remains true that you advised the acceptance of the Seneca Oil Company's proposition without examining it?—A. I have told you.

Q. Was Mr. Vreeland's proposition made before dinner or after dinner?—A. I think it was after dinner, but I wouldn't be sure about that. My present recollection is it was made after dinner.

Q. You have stated the whole proposition according to your best recollection?—A. Yes, sir; I have.

Q. After Mr. Vreeland's proposition was made was there an adjournment?—A. No, sir; not while I was there.

Q. How long did you remain?—A. I went away about 4 o'clock. I went away before the evening session was called.

Q. State whether or not the proposition which you have quoted as having been given by the Seneca Oil Company was the one that was accepted by the council.—A. I couldn't tell you, but I suppose it was.

Q. Was a record made of their transactions?—A. A part of the duties of the clerk is to keep a record; I suppose there was.

Q. Did you understand as the adviser of the nation that their action that day pursuant to your advice would be conclusive? Did you understand that a vote in favor of the proposition which you advised them to accept would make a contract on their part?—A. Yes, sir; of course

the contract would have to be signed by the president and perhaps by the clerk. All the laws they pass are regulated by their vote.

Q. Wasn't it of some consequence, too, that it should be properly signed and the corporate seal affixed to it on the part of the Seneca Oil Company?—A. I think so; that is the ordinary way, so far as my instructions go; I don't know of any law compelling it to be done.

Q. You had not examined the paper sent up to see whether it was executed in such a manner?—A. No, sir.

Q. You never saw their proposition that they submitted that day?—A. No.

Q. Did you receive any compensation for this service?—A. Not a cent; I put in a bill for my attendance and they haven't yet said they would pay it.

Q. Did you have any pecuniary inducement offered to you by anybody in that regard?—A. Not quite that; I didn't get any pecuniary inducement by word of mouth.

Q. Written offer?—A. No, sir; might be an intimation. They wanted to hire me to help them in their lease and I refused to; it was the Eastern Oil Company; they wanted to hire me to work for them, and I said I wouldn't do it. It was not Mr. Jack; some private individuals.

Q. You have been for a long time acquainted with Mr. Vreeland and Mr. L'ancher?—A. Yes, sir; fifteen or twenty years.

Q. You regard them as very estimable gentlemen?—A. Yes, sir.

Q. You were desirous to assist them in any way you could that was fair?—A. Yes.

Q. How much money was used to secure the acceptance of this proposition—to induce members of the council to vote for it?—A. Never such a proposition came to my ears until two weeks ago. I was surprised when I first heard of it. The first I heard of it I read some affidavits about whisky or something; I was surprised.

Q. You have since heard of the use of money to secure this proposition?—A. No, sir; I didn't know anything about money or whisky being used there; that was the first heard; since then I have heard something about it. If the matter was brought before me in a proper way, I would inquire into it.

Q. You didn't think it your duty to inquire if this lease was valid or not?—A. No.

Q. As counsel for the Indian nation, you would consider it part of your duty, if some doubt was attached to the contract, to aid in its investigation?—A. Yea, sir; I saw the affidavits in the newspapers not more than two weeks ago that somebody had used whisky and money in connection with some leases. Nobody had been to me, and I didn't feel it my duty to do anything in reference to that until I had proper notification coming from parties whose duty it was to notify me.

Q. You are here to-day in the interests of the Seneca Oil Company?—A. I come here at the request of the president of the nation.

Q. You have not aided in this investigation?—A. No, sir; not at all.

Q. There was some intoxicating liquors used there the day of the meeting of the council?—A. I didn't know it. I was in close contact with those men, and would have known if they had been drinking.

Q. Do you know the fact that the Seneca Oil Company have recently paid out \$3,000 to the Indians?—A. No, sir; only what the president has told me.

Q. Do you know the fact that the Shongo lease was ratified by a majority of the council?—A. No, sir; if it was ratified it wasn't when I was there, and rejected as I understood it; it was the first lease con-

sidered by the council, as I supposed. Mr. Shongo got up and made a speech as I suppose about his lease, and some action was taken upon it, but I don't know what; it was all in their language.

Q. You have given your legal opinion as to the power of the Indian nation to make a valid grant of mineral rights. Do you know it to be the fact or the law as determined by the Supreme Court that such grants have been recognized as valid with respect to timber?—A. Yes; the statute says where land has been allotted to an Indian he may cut off the timber and sell it. I have not seen the decisions of the Supreme Court.

Q. When was the constitution of the Seneca Nation ratified?—A. I can't tell you that; it was a good many years ago.

Q. By what authority are the by-laws of the Indian nation published?—A. The nation in council, as I understand.

Q. When was such publication authorized?—A. I can't tell you that.

Q. Was it authorized by the council or the nation?—A. I don't know any other way except by the council.

Q. You don't know as to the fact?—A. There isn't any law about it.

Q. You have testified, since you have referred to this cross-examination as designed to confuse your recollection, with reference to the use of money, and it might be quite consistent with your answer if it were true that a number of envelopes, corresponding with the number of councilors, containing money inclosed—\$50 in each envelope—had been handed either to some member of the council or to some other persons for their use in order to secure their vote in favor of the acceptance of the proposition of the Seneca Oil Company. What was the fact in that regard?—A. I have no knowledge directly or indirectly, by information or otherwise, that there was any money passed to the nation in any form or any shape while I was at the council, and haven't since.

Q. If anybody had designed any such thing, you would not have been taken into their confidence?—A. No, sir; probably not.

Q. You have stated your recollection of the proposition made by Mr. Vreeland to the council on the 3d of December, 1896; state whether or not it was in substance as follows: The Seneca Oil Company agrees to pay to the council of the Seneca Nation of Indians a bonus of \$1,000 on delivery to said company of a certified copy of resolution hereto attached, and agrees to give a royalty as follows: A full one-eighth on all wells averaging 50 barrels a day or under, one-quarter on all wells averaging from 50 to 150 barrels a day, and three-eighths on all wells averaging above 150 barrels a day, said average to be for one year.—A. No, sir; that was substantially correct, according to my recollection. As to the different amounts of royalty, that I would not be likely to recollect; but the proposition as to the royalty, I don't remember those figures.

Q. You have sufficient knowledge of oil business to know that the matter would be of great consequence whether the royalty were one-eighth or one-quarter?—A. Yes, sir; I understood the proposition as then made, but I wouldn't want to swear that that was just the proposition now.

Q. Did the proposition as then stated verbally by Mr. Vreeland cover the provisions that the production upon which the royalty was rated should be the average for one year?—A. I can't tell you that now.

Q. Do you consider that a desirable proposition for the Indian nation to accept?—A. I can't tell; it might be a very good proposition; my view of the situation was I didn't believe there was any oil.

Q. The other propositions that were made contained no such clause, did they—for one year?—A. I don't remember that part of it.

Q. If any such proposition was made by Mr. Vreeland, that the average should be taken for one year, you don't remember that?—A. I don't remember that.

Q. Do you know it to be a fact that there are very few oil wells in the history of the oil region that ever produced an average of 50 barrels a day per year?—A. I can't state that; I am not familiar with the oil business.

By the INSPECTOR:

Q. How often do your Indian council meet?—A. I think about four times a year.

Q. Do you attend all these council meetings as their attorney?—A. Yes, sir, I have; every one of them.

Q. I understand that at the time of the acceptance of the Seneca Oil Company's lease the council was in session for three days. Which day was it that you advised the council to accept the Seneca Oil Company's lease?—A. It was the second day.

Q. Was this the proposition that was made on the second day [paper handed witness]?—A. It is substantially it, except I don't remember about the year clause.

Q. This proposition only carries with it a bonus of \$1,000?—A. Yes; afterwards they made another proposition that I didn't advise on; I wasn't there at the time that was put in. This, at that time, I regarded as the best offer.

Q. Did you see the second proposition?—A. No, sir.

Q. Did you ever hear of the bid of the bonus being increased by the company during the progress of this council?—A. No, sir.

Q. Did you read the other bids offered by any of these other companies?—A. No, sir; only just one. They were quite lengthy, some of them, but I did read this one of the Seneca Oil Company.

Q. You stated in answer to the question of Mr. Stone that you advised the Indians to accept this Seneca Oil Company's proposition and that you did it because they had sought your advice?—A. Yes, sir.

Q. Is this the first lease that they have ever sought your advice on since you have been their attorney?—A. Yes; I think so.

Q. They never asked your advice before on any other lease?—A. They never had one before them that I know of.

Q. Are you familiar with the usages and customs in the leasing of their lands among themselves?—A. I have seen what they did and know something about their doing; they follow the statute as nearly as they can.

Q. Is the lease claimed by Daniel E. Shongo in conformity with their usages and customs?—A. As I understand it, it is not.

Q. Is it in conformity with their usages and customs?—A. I have not read the lease; their custom is for an Indian to go to work on the land, and then they go to the council and the council gives them a deed, and then they go on and use it; but that simply gives them the right to live on it and gives them the right to take the wood off and sell it, but nothing else.

Q. Did Shongo take up his land in this manner and come back to the council for ratification?—A. If the council ratifies it, his lease is good.

By Mr. ANSLEY:

Q. The title to these lands is in the Seneca Nation as a tribe, is it not?—A. Yes, sir.

Q. Speaking about the Shongo lease signed by the council, did you mean the council assembled, or signed by him privately?—A. That probably may be signed anywhere, either in council or anywhere.

Q. If it was in the council, it has to be in council assembled?—A. Yes; if it was in the council it ought to be there.

Q. In advising the council about the acceptance of the Seneca Oil Company's lease, did you take into consideration the fact that they released all except what was east of Salamanca?—A. Yes; that was one of the considerations.

Q. And the further fact that the South Penn Oil Company's lease included the entire Allegany and Cattaraugus reservations?—A. Yes; I understood that.

Q. You stated about advising them—when do you say that was, the last day or the second day?—A. The second day.

Q. What time did you go away?—A. About 4 o'clock.

Subscribed and sworn to before me this 4th day of May, 1897.

—————, *Inspector.*

By Mr. VREELAND:

Q. There has been no lease granted outside of the village limits since you have been in office, has there?—A. No.

Q. Have the Indians been dealing with these leases in the villages for more than twenty years, so that they consist almost entirely of renewals of leases already in force, and where the rentals are fixed, run along the same each year?—A. Yes, sir.

Q. And nearly all of them had been ratified for ninety-nine years before you went into office?—A. Yes, sir; substantially all.

Q. Did you hear the lease of the Seneca Oil Company—the Barker lease—read by the clerk in council?—A. I remember the lease was handed up, but I didn't pay any attention. I now remember that the lease was handed up and the Indians read it, or read something. It was read in Indian, and I didn't understand it.

Q. Have you already testified that the fact that the Seneca lease only covered 3,000 acres or thereabouts, while all the other leases asked for 55,000 acres—have you testified that that influenced them in advising them?—A. I took the fact into consideration that they were to release all but about 3,000 acres. I don't remember what the other leases said on that subject.

By Mr. STONE:

Q. You took into consideration the fact that these other leases called for 55,000 acres?—A. No, sir.

Q. You took into consideration that the Seneca Oil Company lease released all but about 3,000 acres?—A. Yes, sir.

Q. You have already stated that you didn't believe there was any oil upon any part of their territory, and that you so advised the council. If so, of what consequence was it?—A. My idea was that it released down to 3,000 acres; it left an opportunity for anybody else to get in their leases that wanted to, and that I regarded as better for the nation.

Q. If there were no oil on the land, or if the Barker lease had become forfeited, then the release of 51,000 would have furnished no consideration whatever?—A. That wouldn't have been worth much that way.

By the INSPECTOR:

Q. During the progress of this council, was any Government official present?—A. I don't think there was. Mr. Jewell was there, but I don't think he was there in his official capacity as Indian agent.

Q. Don't you know whether Mr. Jewell announced that he was not there in his official capacity?—A. He told me he was there in the interests of some other company. He was not there in the interest of the nation; he had no duties to perform; the nation has an agent.

M. T. JENKINS.

Subscribed and sworn to before me this 4th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector*.

J. R. JEWELL, sworn:

Q. You may state if you hold an official position under the Government of the United States.—A. Yes, sir; I am United States agent for the New York Indians.

Q. When were you appointed?—A. The 26th day of August, 1894.

Q. Were you present at the meeting of the council in 1896 when a lease to the Seneca Oil Company was executed or prior to that time?—A. I was present during the session of that council the most of the time. I was not present when the lease was executed.

Q. You may state what occurred there from the time you went and how you came to go there.—A. I was employed by the Eastern Oil Company as their attorney to draw a proposed lease for oil purposes. I went to the council and told the president, the clerk, and, I think, nearly all the councilors that I was not there as Indian agent and I did not want them to consider the fact that I was their agent in anything I did there. I had drawn a proposed lease, which covered the territory in question and exempted from the operations of the lease all of what is known as the village or ninety-nine-year leases except as the occupants or lessees might consent to the operation of the same for oil purposes. I handed that lease up to the clerk and asked him to read it and present it to the council in their ordinary course of business. Mr. Vreeland appeared there for the Seneca Oil Company, and after the council were in order he stated to them in substance that the Seneca Oil Company, as a corporation or company, owned what was known as the W. B. Barker oil lease. He stated to them that it covered, I think, two reservations—about 55,000 acres of land. He stated that the Seneca Oil Company claims that that lease, having been ratified by Congress, was a valid lease, but that there was some of the Indians questioned it and in substance that it might be debatable. The Seneca Oil Company proposed to surrender that lease, except so far as concerned the land that they then desired, and would give \$1,000 bonus and one-eighth royalty. That was the proposition as I understood it. The lease that I presented in writing was for a certain bonus—the amount I do not now recollect—at first, and one-eighth royalty. The South Penn Oil Company, which was known as the Standard Oil Company, or as being practically that, presented a written proposed lease and at a proposed royalty which I do not now recollect what it was at first. From time to time during the three days of the session of this council the South Penn Oil Company and the Eastern Oil Company and Mr. McElwayne changed their written propositions from time to time. In the interest of the Eastern Oil Company I requested the clerk of the council and the president both to inform me of the changes in the offers of the different competitors for this lease. I was informed all the time, and up to the time of the final vote I was not informed that any change had been made in the offer of the Seneca Oil Company. The other offers, which were in writing, seemed to be open to inspection. The offer of the South Penn Oil Company, as I last knew about it, was \$4,000 bonus, and I want to state here that I am not

sure whether any part of it was conditioned upon finding oil in paying quantities or not, or whether it was absolute and one-eighth royalty, one-quarter royalty, and three-eighths royalty, according to the size of the wells, graded according to the size of the wells, the exact dimensions I don't know. The proposition of the Eastern Oil Company, or their final proposition, was \$3,000 bonus, and, if my memory is correct, it was absolute—no conditions, as I recollect it—and one-eighth royalty. When the vote was taken, it was on the third day of the council and immediately after dinner. Immediately before dinner I asked the clerk what proposition would be first presented to be voted upon to the council and also asked the president. They both said that the Seneca Oil Company's proposition was the first one made and would be first voted upon. I asked them if any change had been made in the terms of their proposition, \$1,000 bonus and one-eighth royalty. They said no. This was before dinner. I then asked them to show me the written propositions of the other parties, which they did, and upon consulting with the representatives of the Eastern Oil Company I advised them that it would do no good to make any further offer in the premises; that the Standard Oil Company would get that lease if they could, if they had money enough to get it, and to not raise their bid of \$3,000, because the prospect—business prospects—would not warrant it at that time, but that the Standard Oil Company, having the control of the market for oil and being interested in the non-developments of new fields for oil, would pay a much larger amount for this lease than any business man could afford to pay, expecting to get his money out of the property. The Eastern Oil Company therefore declined to make any further offer. They believed—I believed that the highest bid was the bid of the South Penn Oil Company and their proposed lease. They adjourned for dinner. Right away after dinner a vote was taken, and the Seneca Oil Company lease was voted upon and granted—their proposition, whatever it was. I afterwards learned that immediately after dinner on the third day the Seneca Oil Company changed their proposition. I first learned that it was for \$4,000 bonus absolutely, and for one-eighth, one-quarter, and three-eighths royalty, according to the size of the wells, substantially the same as that of the South Penn Oil Company, but that there was another consideration entered into their proposition, which was the surrender of the W. B. Barker lease, except so far as concerned these lands, which, if all these facts were true, would make their proposition more favorable than the South Penn Oil Company's lease, in the fact that they were surrendering a contract the validity of which was debatable. That proposition was understood by me, and, I think, all present, as the proposition of \$1,000 bonus and one-eighth royalty, as far as anybody could ascertain at that time.

Q. Did you report to the Department at Washington that bribery had been resorted to in procuring the Seneca Oil Company lease?—A. I did, with reference to the action of the council, and perhaps it might be construed into meaning the Seneca Oil Company lease.

Q. How long after the action of the council in ratifying the Seneca Oil Company's lease was it that you made this report?—A. The next morning.

Q. Were you present at the council at any time after dinner on the last day of their meeting?—A. Yes, sir; I was there until the vote was taken, right away after dinner.

Q. Upon what information did you base your opinion in the report you made that bribery had been resorted to?—A. I think it was on the

second day of the meeting of the council that Chester C. Lay, a man I employ as interpreter on the Cattaraugus Reservation, came down on the train to Salamanca with me. He asked me what I was doing down there; I told him that I was down there to present a lease to the consideration of their council, and that I was not there as agent. "Well," he says, "I have been telegraphed to by the Standard Oil Company to come here; I went to Salamanca last night; I stayed there last night, and I see all the people there. The Standard Oil Company want me to work for them, and I am going to do it. I would like to favor you personally, but I can't do it." He says, "You have got to get the councilors if you get a lease for your parties." I says, "What do you mean by getting them." He says, "You have got to pay them." I says, "Chester, even if I was so disposed, being an official of the Indian nation, I can't consent to any such business as that on the part of my clients." "Well," he says, "you have got to do it, or you won't get any lease." On that same day after we got to the council house, and before the council had assembled, he was talking with an Indian outside on the ground down below, and called me up and said: "Now, Agent Jewell, we would like to do what you want us to do, but you have got to get the councilors." "Well," I says, "I shall not get them, nor do anything but what is right." "Well," he says, "this man is a councilor," and I may say that I saw him afterwards in the council, but I can't pick him out now, "and he wants you to pay him something, and say how much you will give the rest of them." "Well," I says, "Chester, I have told you before I can't do anything of that kind." He says, "You must understand one thing, that you can't get these Indians to do anything unless you pay them for it." Afterwards he came to me again on that same day, and said to me: "Now, you might just exactly as well have this lease for your parties as not; all you have got to do is to get the councilors," and then took me to another Indian, whom I afterwards saw in the council, and says, "You want to go to work and fix this thing up with this man, and make some arrangement." I told him I should not do it. At this time Mr. Lay had been drinking something; later on and on the third day he was considerably drunk in the council chamber. On the third day, I think, in the forenoon of that day, Mr. Lay came to me in the council chamber while they were in session, although there was no active business going on with the council at that particular time, and it was right next to where they sat, and the representatives of the Standard Oil Company, Mr. Howard and Mr. Jack, were there. Mr. Lay stepped up to me, and in the presence of these two men, representatives of the Standard Oil Company, said: "Agent Jewell, I would like to see you get a lease, or your people get a lease; here are these councilors," three or four of them were in hearing, "all they want is grease, and you can't get a lease here without grease. Here they are, and you have got to do it." He pointed to Howard, that is his name, and says, "The Standard here, and I am here for them, have paid the councilors \$50 apiece, and the Senecas," he pointed to them, Mr. Vreeland, "the ones on the other side of the room, have paid them \$25 apiece. Now," he says, "grease is what they are after, and I came over here for the Standard Oil Company." Mr. Lay later on in the day was very much intoxicated; he was somewhat intoxicated at this time, and he was called to order by the president for being intoxicated and ordered to sit down. These statements and these communications made to me in this manner by Mr. Lay, not being denied by anybody, and the fact that the terms of the lease of the Seneca Oil Company was supposed and understood to be much less favorable than the other propositions, led me to believe that there was

bribery and corruption. The council first met on the Cattaraugus Reservation, at which the representatives of the South Penn Oil Company were present, Mr. Jack and Mr. Howard. Mr. Howard and Mr. Jack were particularly active and attentive with Mr. Frank Patterson, one of the councilors; they stood out on a knoll by the house of George Wilson, who was another councilor, and during that day I was walking about there a good deal, and they were in earnest conversation for a long time. I passed by this group while they were talking upon several occasions, and I heard Mr. Howard say to Mr. Patterson that they would send him a check; that they were going back to Bradford; what the check was for I don't know. I saw Mr. Jack afterwards down at this council, and he said if there was any bribery he didn't know anything about, nor the payment of, any money. These are the facts which led me to believe that the actions of that council were induced by irregular methods by somebody, who, I don't know. I desire to state, as I did in my report, that I believe it is hardly possible to procure the action of a council of the Seneca Nation of Indians where the interests of a white man are involved, without paying them for it—paying them for their action as councilors—that is what I know.

Q. You mean by that that they must be bribed?—A. I say you have got to pay them to act.

Q. Did you have any talk with any member of the Seneca Oil Company after this lease was ratified that led you to believe that any irregularity had been used in procuring that lease?—A. I did have conversation with a member of the Seneca Oil Company, and I have since had a conversation with that member and another man that was present at the time. It has been claimed by these persons that that conversation was a confidential conversation. Mr. Ansley was present. It involves a question of veracity between myself and these gentlemen. The person who claims this is Mr. Ansley. Mr. Ansley telephoned me to come to Salamanca, or telegraphed me, and I came here and was in his office and Mr. Vreeland was there, and to go back of that, and in connection with that interview, I shall have to state another interview. Sometime about the 18th or 19th of February Mr. Ansley and Mr. Vreeland came to Buffalo—I had just buried my wife, and was there with my sister—and told me that I had made a misstatement in my report to the Commissioner of Indian Affairs as to the terms of the Seneca Oil Company's lease. Mr. Vreeland made the remark to me. He says: "Whatever may be said about you, you were never called a liar, and you have made a misstatement as to the terms of that lease." I says: "Very well, sir; if I have I am only too glad to correct it and do you justice and everybody else." He then says to me, "The terms of that lease was for \$4,000 bonus and one-eighth, one-quarter, and three-eighths royalty, according to the size of the well, the same as the proposed lease of the South Penn Oil Company." I told him if that was so that I didn't know it, and I didn't believe anybody else there knew it except the Seneca Oil Company and the Indians, but that if that was the fact it was due to me to correct it, because I did not wish to state to the Commissioner the terms of a lease that was entirely different than it actually appeared in writing. He then asked me if I would write a letter to Mr. Hooker, in Washington, explaining that matter. I did; sat right down in the hotel and wrote a letter to Mr. Hooker, explaining how I was mistaken about the terms of that lease. Now, when I came down to Salamanca a long time afterwards, I came here, and they wanted to know if I saw any drunkenness there at the council. I says: "No; so far as the councilors were concerned, and

the officers when they were in council, I saw nothing," and I says, "I haven't charged any." They asked me if I would say so to Hooker. I says, "Certainly I will. Now," I says, "you ask Mr. Hooker to wire me, asking me the question, and I will answer it." They did wire Mr. Hooker. Mr. Vreeland sat at a table there and wrote this statement, which I hold in my hand, for me to sign, which is as follows: "That the council had its sessions in the second story of a building, and that such sessions were orderly and deliberate. Bids were submitted by the Standard, Eastern, Seneca, Emery, and other oil companies, and individual companies had the right to raise their bids as often as they liked. The first bid of the Seneca was \$1,000 and one-eighth royalty. Nearly all the companies raised their bids before the council closed. I strongly advised the Indians to lease to the highest responsible bidder. The Standard offered, as their last bid, \$2,000 in cash and \$2,000 if their lease should be ratified by Congress, for a lease of the whole reservation. I supposed when the council closed that this was the largest bid before the council, and that the Seneca Oil Company's bid still remained at \$1,000 and one-eighth royalty. I thought that this action on the part of the councilors in accepting a much smaller offer than they might have accepted was indefensible, and the conclusion in my mind was irresistible that such a result was brought about by bribery, and I so telegraphed the Indian Commissioner. I afterwards found out that the Seneca Oil Company had raised their bid to \$4,000 bonus, royalty of one-eighth to three-eighths, according to size of wells, and had released nine-tenths of the reservation. This made their bid the best before the council. Upon learning this I promptly sent a correction of my first report to Washington." This was the document Mr. Vreeland drew up for me to sign. I read this report over partially, and didn't consider it very much there at that time. I told Mr. Vreeland and Mr. Ansley I would go home; that I would see what correspondence, etc., I had had about the matter, and also about the drunkenness that they had wired Mr. Hooker about; that I didn't believe I had charged any drunkenness, and if I had it was a mistake, but that I was going to look over the whole matter before I did anything about it. While Mr. Vreeland was writing at a table this proposition for me to sign, I stated to him that I firmly believed, when the council voted upon the Seneca Oil Company's proposition, that their proposition was for \$1,000 bonus and one eighth royalty. I told him that I couldn't find out anything different from the clerk or the councilors. I told him that I tried to, because I had no interest in it and the Eastern Oil Company had no interest in it after the Standard Oil Company or South Penn Company had offered \$4,000 bonus, but that I was surprised and indignant that that council should grant a lease to the least favorable bidder, and that I deemed it my duty as Indian agent to report the fact. He says (Mr. Vreeland): "I know you didn't know what the terms of our lease was." Now, he either said, "I myself paid the president and clerk, or clerk, that you fellows might not know this, what we were giving," and he made the remark: "Do you suppose we were fools enough to let you fellows know what we were paying for this lease?" That is my recollection of that statement. Mr. Ansley was in the office.

Q. Can you name the councilors that were present at the time Lay said to you in the council chamber what you have stated?—A. I can not distinguish one of the councilors from another.

Q. Did you afterwards see these same men that were present when Lay told you that the councilors had been paid \$25 each by the Seneca Oil Company acting as councilors?—A. Yes, sir.

Q. When Lay told you that the councilors had been paid \$25 each by the Seneca Oil Company were these councilors in a position where they could hear what he said?—A. Yes, sir; a few of them. We were in the second floor of that building. I think three or four could hear; he said it in quite a loud tone of voice.

Q. Did any of them deny it?—A. No, sir.

Q. Do you recollect anything else in connection with the alleged bribery?—A. I was over on the Cattaraugus Reservation last Tuesday to attend the election; Lester Bishop, one of the inspectors of election, asked me to go to George Wilson, a councilor, and ask him about this alleged bribery; I had summoned George Wilson to appear here as a witness before that time, but had had no conversation with him. When Bishop told me to see him and what to ask him, I asked him what he knew about it. He said he was offered \$150 to vote for the Seneca Oil lease. I asked him who offered it to him; he said, some white man he didn't know. I asked him if he would swear to it; he said, yes.

Q. At the conversation that you had with Mr. Vreeland in February, after this lease was ratified, when he first informed you that they were paying \$4,000 bonus, did he say anything to you that \$2,000 of this depended upon the fact of whether or not oil was found in paying quantities?—A. I don't think that he did. It was not my understanding of what he said to me at the time—it was not my impression.

By Mr. ANSLEY:

Q. Are you positive that Chester Lay was there more than one day?—A. My recollection is that he came there the second day in the morning and was there that day and the next. I wouldn't swear to it absolutely, but I am quite positive.

Q. What time was it when you left the council the last day?—A. I should say I left there at 3 o'clock from the way the trains went.

Q. How did you get here?—A. Drove here.

Q. Did you go home on 12 or 10. Did you leave the council immediately after the vote was taken?—A. Yes, sir; I left before any paper was executed by the council.

Q. How long did you get up here before the train left?—A. Not more than half an hour, anyway.

Q. About how long did it take you to drive up?—A. Half an hour, I should judge. The council didn't assemble right away after dinner.

Q. After dinner didn't Frank Patterson, Wallace Halftown, and several of the councilors make quite lengthy speeches?—A. My recollection is that all their speeches were made before dinner. Frank Patterson claimed to be the orator for the South Penn Company, and my recollection is that those speeches were made, about all that was done, was done before dinner.

Q. Do you know which one of the council made the motion to accept the Seneca Oil Company's lease?—A. I don't.

Q. Do you know William Jimerson?—A. If he was here I might recognize him, but can't tell him by name now.

Q. You say that Chester Lay was intoxicated?—A. Yes, sir; he was. While he is an intelligent Indian, and I regard him as quite reliable for an Indian, he never gets away without getting intoxicated. When he got onto the train that morning he had a little something to drink; he was not intoxicated to any extent until the clerk called him to order.

Q. Do you remember the conversation at my office, in which you referred to my saying that Jack or I or the South Penn Company paid the clerk a dollar not to show their bids?—A. I do not, and the reason why I don't think there was any such thing was because the bids of

the South Penn Company were open there all the time, and I saw them.

Q. What time was it that you advised your company to drop out?—

A. Just as quick as we found out that the South Penn Company had raised theirs to \$4,000; I think it was on the second day. With reference to this bid, the developments at that time in what was known as the Chipmunk oil field had come down near the reservation line; the Cosasts, of Olean, had paid \$10,000 for a lease of the McCaffery farm and they had drilled several dry holes, and, as a business proposition, the Eastern Oil Company thought they couldn't afford to pay any more bonus with the development there was there at that time.

Q. You stated that you had your proposed proposition at home?—A. Yes, sir; I have the written proposal that I had there.

Q. You took it away with you from the council?—A. Yes, I believe I did.

Q. After dinner did you see Mr. Vreeland, the third day, send up a written paper to the clerk?—A. He may have done it; I was out and in; I didn't see it.

Q. Knowing as you do about the bids, are you sure that the Eastern Oil Company's bid was \$3,000 cash and wasn't conditional upon anything?—A. My recollection is that their last bid was for \$3,000 cash absolutely.

Q. That was for how much land?—A. If I remember right, the way I described the land was from the—by the Rochester and Pittsburg Railroad all the reservation lands from there to the eastern line of the reservation. The lease I drew provided that the ninety-nine-year leases should be exempted from that lease unless the individual lessees consented to the operations for oil.

Q. Now, knowing what the Standard Oil Company's bid was, \$2,000 cash and \$2,000 conditional upon the ratification by Congress for the whole reservation, do you consider that as good a bid as the bid made by the Seneca Oil Company? Their last bid?—A. No, it was not as good, if their lease included the whole reservation. I didn't so understand it.

Q. You offered \$3,000 outright, without any conditions, for about 2,000 acres?—A. That is my recollection.

Q. Do you know that the council voted to take up the leases and vote upon them in the order they were presented?—A. I don't know that; I couldn't understand half they did there.

Q. Did Chester Lay try to address the council while it was in session?—A. When he got drunk he did, and they made him sit down.

Q. Did you see anybody paying any attention to him?—A. I did before; I saw him talking with the councilors a good deal there.

Q. The paper that you read that was written by me, did you say to me as one of the reasons why you didn't wish to sign it that you thought it was already embodied in your report at Washington?—A. I didn't say just that. I said I could not sign that as it was; that I, at your request, had made a corrected report in writing to the Commissioner of Indian Affairs, and that I had corrected all I wanted to correct. I also stated to you to wire Mr. Hooker to get my last report to the Commissioner, and you wired him to that effect and he got it.

Q. In that report that you refer to, made on January 20, your first written report to Washington, you speak here of the matter being in the courts. I wish to ask if to your knowledge the Seneca Oil Company have been or is now plaintiff or defendant in any action concerning this lease?—A. Before making this report referred to Mr. Shongo

had wired me to protect him in his possession; also before making my report the Commissioner of Indian Affairs wired me to protect Mr. Shongo in his possession; that it was being invaded. Previous to making that report, the county judge of Cattaraugus County, at the instance of somebody, I don't know who, issued a writ of some sort, under some statute, to protect the Seneca Oil Company in their possession of this land, as I understood it. I understood that that writ had been appealed from—the order granting the writ; I knew that Mr. Shongo had employed John Van Voorhees, of Rochester; I therefore reported to the Commissioner in substance that the matter was practically in the courts and was a matter the courts would have to decide, and that as Indian agent I didn't see how I could protect Mr. Shongo or anyone else in the matter; in other words, I didn't propose to meddle with their controversy unless I was ordered to directly by the Department. I didn't know anything about their controversy.

Q. So far as you know, the Seneca Oil Company has never been a plaintiff or defendant in any suit?—A. I don't know anything about it.

Q. Are you familiar with the statute of the State of New York about white men going on the reservation and building?—A. I couldn't tell you without looking at it.

Q. Did you ask the clerk of the council after dinner on the third day of the session whether the Seneca Oil Company's bid had been raised?—A. I think I did; I wouldn't be positive about it. I think I asked them that a very short time before the vote was taken.

Q. Did you go up to the clerk's desk after dinner?—A. I don't remember, but I think I did. I tried, right up to the time of the vote, to find out what there was about it.

Q. If you didn't ask the clerk after dinner on the third day and after the second bid of the Seneca Oil Company had been sent up—the paper—whether the bid of that company had been raised or not, then haven't you done the clerk an injustice in stating that he didn't give you the information?—A. I can't see that; he should have informed me. It was to the benefit of the Indians to get the highest possible bid.

Q. Your company had dropped out at that time. Why should he come to you?—A. Because I was Indian agent then. He knew I was the agent, and he knew it was to their interest to get all that he could. Perhaps he should not have come to me; I thought he should.

Q. Do you know if he informed any other parties that were there about the bids?—A. I don't know whether he did or not.

Q. After your company dropped out you were merely a spectator there?—A. I suppose so.

Q. At my office at the time of this conversation was Mr. Fancher present?—A. He was there part of the time; not all of the time; he was not there at the time of this conversation; you and Mr. Vreeland and I were together.

Q. You stated that after reciting the conversation with Mr. Lay in detail, and about what he had told you and what he said at the council chamber, then, as I understood you, you said these are the facts which led me to believe that bribery had been used?—A. Those and others.

Q. You don't mean to state here that these statements which Mr. Lay made to you were facts?—A. No; not at all.

Q. Whether or not these councilors who sat near to you did in fact hear and understand the charge that Mr. Lay made to you?—A. Yes, sir; they most certainly did know it and hear it; they must have heard it; they were within a proper distance.

Q. Did you observe them particularly to see whether they were lis-

tening to what was said?—A. I observed the expression of their countenances when they heard it.

Q. Then it is simply you assume that they understood it from the expression on their faces?—A. I assume nothing; I simply state the fact to be that the conversation took place in the presence of these people, who had an opportunity to hear it, and must necessarily have heard it, and I don't assume anything more about it.

Q. As a matter of fact, you were Indian agent on these three days down there?—A. Yes; I was Indian agent all that time. I was not paid by the Government to go down there.

Q. Have you been paid your salary for that quarter?—A. Yes, sir.

Q. Then you have been paid for that time?—A. No; if I had stayed at home I would have got the same pay.

Q. What date did your company drop out? Who sent the telegram to the Department the morning after the 3d of December?—A. I did.

Q. Did you tell Mr. Vreeland and Mr. Ansley that Mr. Bartlett sent that telegram?—A. No, sir; my name is signed to the telegram, and I sent it myself.

Q. Did you sign your own name to it?—A. Yes, sir.

Q. Did you write the telegram?—A. Yes, sir.

Q. You now say that you didn't tell Mr. Vreeland and Mr. Ansley that Mr. Bartlett sent that telegram?—A. I did not.

Q. Who is Mr. Bartlett?—A. He is the president of the Exchange National Bank of Olean.

Q. A member of any oil company?—A. I think he is president of the Eastern Oil Company.

Q. You will not say, will you, that the last bid of the Seneca Oil Company was not read in open council after dinner of the 3d day of December, of your own knowledge?—A. I didn't hear it, and didn't know it.

By the INSPECTOR:

Q. From the reported production and the probable future production of the land covered by the Seneca Oil Company's lease, what would you consider as a fair bonus for it now?—A. I don't think I am a competent judge; I am not in the oil business. For speculative purposes, I could say something about it. They claim that they are giving about \$10 an acre bonus on the reservation, outside of the royalty. That is in the vicinity of developments.

By Mr. VREELAND:

Q. If the developments on the Seneca lease now show not to exceed 150 acres to be profitable oil territory and all the rest undeveloped, what do you say would be the value of it then?—A. The developments on the Chipmunk adjoining it at one time showed very irregular territory; that is to say, a good well and 100 rods from it a dry hole. That was next to the Indian reservation adjoining it. Large bonuses were paid at a loss to some of the parties. Unexpectedly they left an unprofitable field, or rather across from an unprofitable field they struck some good paying wells on the reservation, and whether all the reservation leased to the Seneca Oil Company is developed or not, it has among oil men a commercial and speculative value.

J. R. JEWELL. .

Subscribed and sworn to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

ALLEN JIMERSON, being duly sworn, testified as follows:

Q. Where do you live?—A. Town of Salamanca.

Q. Are you an Indian?—A. Yes.

Q. A member of the council, and were you present at the meeting in December, 1896?—A. Yes.

Q. Who did you vote for?—A. Seneca Oil Company.

Q. How many companies there?—A. Two.

Q. Who were they?—A. A company from Bradford and Seneca Oil Company.

Q. What did the Seneca Oil Company offer you that induced you to take their bid?—A. They offered \$4,000 and one-eighth.

Q. Anything else?—A. No.

Q. Didn't they offer to give up the balance of your lands?—A. Yes.

Q. What did the other company offer?—A. Same, except they wanted more lands.

Q. Wasn't there some other companies that wanted anything?—A. That's all.

Q. See anybody drunk, take any whisky, or did you take any?—A. No.

Q. Did the Seneca Oil Company pay you any money?—A. No.

Q. See them pay anybody else?—A. No.

Q. Who asked you to vote for the Seneca Oil Company?—A. Nobody.

Q. Anybody talk to you about voting for any company? Do you know what a royalty means?—A. Yes.

Q. What do they mean?—A. They offered to give one-eighth, and if they got big wells they offered to give more.

Q. Did you understand the difference between the offers?—A. The oil was just the same, one-eighth; but if they got big wells, more. The Seneca Oil Company offered that, the other was just one-eighth, no more.

By Mr. BURDICK:

Q. Did you talk with any white man about these leases?—A. No.

Q. See any whisky there, or did you have any?—A. No; nothing but coffee.

ALLEN JIMESON.

Sworn and subscribed to before me this — day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

ELI JIMERSON, being duly sworn, testified as follows:

By Mr. McCORMICK:

Q. Where do you reside?—A. Cattaraugus Reservation.

Q. Are you an Indian?—A. Yes.

Q. Were you a member of the council in 1896?—A. Yes.

Q. Were you present as a councilor in December, 1896, at the council meeting?—A. Yes, sir.

Q. Did your council grant a lease to the Seneca Oil Company for the purpose of boring for oil on your reservation?—A. Yes.

Q. Did you vote for it?—A. Yes.

Q. Why?—A. Because they made a better offer.

Q. How many companies were there making offers?—A. Seven, I think.

Q. When did you pass this resolution?—A. The third day.

Q. Were all the bids or applications opened that were made, and read?—A. Yes.

Q. Was the bid of \$3,000, on the last day, of the Seneca Oil Company read out in open meeting?—Yes.

Q. Was undue influence in the shape of money offered to you or any member of your council for the purpose of influencing your votes on this matter?—A. No.

Q. Did you endeavor to influence any member of the council?—A. No.

Q. Did you see any whisky among the members of the council?—A. No.

Q. Are you a drinking man?—A. I drink some; not much.

Q. None of them were under the influence of liquor?—A. Not that I know of; I didn't see any whisky.

Q. You didn't work in the interest of any company?—A. No.

Q. Was the release of the Barker lease any consideration for you to vote for the Seneca Oil Company?—A. Yes, sir.

Q. Did you consider that lease valid?—A. No; they released it.

Q. Because you thought it good, did that influence you any?—A. Yes.

Q. Did that operate any in your mind; did you think that a consideration?—A. No; I thought they made a better offer. The other companies wanted the whole reservation, and I thought they made a better offer.

By Mr. ———:

Q. Had you talked with any white men about the granting of this lease a day or two before or at any time about the granting of this lease?—A. No, sir.

Q. Who advised you of the proposition of the release?—A. The written application.

Q. How many applications had the Seneca Oil Company in?—A. I don't really remember.

Q. More than one?—A. Yes.

Q. You talked with your councilmen about it during the session?—A. No.

ELI JIMERSON.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

—————, *Inspector.*

ELI JIMERSON, being recalled, testified:

Q. Your name is Eli T. Jimerson?—A. Yes.

Q. Did you ever sign a certificate which was sent to Washington, which reads as follows:

We, the undersigned, present members of the Seneca Nation of New York Indian council, in our session of the council in 1896, never confirmed the Barker oil lease made in 1893, to our knowledge.

JESSE JIMERSON,
ELI T. JIMERSON,
Councilors.

A. One time Andrew Jahn came to my house. He asked me whether we leased all of the two reservations. I said, "No." I said, "We leased just what was above Carrollton."

Q. You can read and write?—A. Yes.

Q. Did Andrew Jahn present a paper to you to sign, and did you read it and know what it contained?—A. Yes.

(Mr. McCormick presents page 884 of the Congressional Record, April 15, 1897, to witness.)

Q. Is that the same paper?—A. Yes.

Q. Did you understand at the time what you were signing?—A. He told me—he didn't say anything about sending that to Washington.

Q. Did you understand it?—A. Yes.

Q. Is it a fact or not that in this council in December, 1896, you voted to confirm and make good the Barker lease that was made in 1893, or did you know that you were doing it?—A. I didn't vote for making the whole lease good.

Q. What you understood by that paper that you signed was that you didn't vote to ratify the whole Barker lease?—A. Yes.

Q. What did you understand that paper which you signed and which has been read to you to mean?—A. I thought when I signed my name there that it meant that we didn't lease the whole of the two reservations.

Q. Did you understand that you had confirmed that part of the Barker lease east of Salamanca, and not the rest of it?—A. Yes.

Q. Did you mean to be understood when you signed that paper that you didn't understand what you were voting on when you voted at the council?—A. I knew what I was voting on when I voted at the council.

By Mr. BURDICK:

Q. Did you understand that you were confirming the old Barker lease or that it was a new lease?—A. We were confirming the Barker lease.

Q. Then this statement made by you was not true?—A. It is not true.

Q. Why did you sign it, if it was not true?—A. I think it is different from what it was when I signed it.

Q. Why did you sign it?—A. I can't answer that.

Q. You read and considered it before you signed it?—A. Yes.

By Mr. INMAN:

Q. It was true, wasn't it, that you didn't confirm the whole of the Barker lease? Did you understand that you were confirming a part of the Barker lease, but not the whole of it?—A. Yes.

By Mr. BURDICK:

Q. When you signed this, you didn't know it was to go to Washington?—A. No.

ELI JIMERSON.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector*.

WILLIAM JIMERSON, being duly sworn, testified as follows:

By Mr. McCORMICK:

Q. What is your name?—A. William Jimerson; and reside on the Cattaraugus Reservation.

Q. Were you a councilor in 1896?—A. I was.

Q. Were you present at a council meeting in December, 1896?—A. Yes.

Q. Were any applications for oil leases presented there?—A. Yes; six or seven.

Q. How were the bids received—written or orally?—A. In writing.

Q. What day?—A. I think it was on the second and third day.

Q. Who did you grant the lease to?—A. The Seneca Oil Company.

Q. What induced the council to give the lease to the Seneca Oil Company?—A. Because they offered the best.

Q. When the Seneca Oil Company raised its bid from \$1,000 to \$4,000, was that read out in council?—A. Mr. Vreeland read it out himself; in the English language.

Q. Did any other company step forward and raise theirs?—A. No, sir.

Q. Were any inducements outside of the bonus and royalty, in the shape of money, offered to you or to any other councilors to influence their votes for the Seneca Oil Company?—A. No, sir.

Q. Were you asked, for any white man, to vote for the Seneca Oil Company?—A. No.

Q. Did you see any councilors under the influence of liquor?—A. I didn't see any at all.

Q. You hadn't had anything to drink that day?—A. No; no whisky.

Q. What did you spend at night?—A. One night I came up here and one down there.

Q. Did you take any liquor up here?—A. No; didn't take a drink.

By Mr. BIRDICK:

Q. When you were up here did any white man talk to you about any lease?—A. I think one or two said I ought to give the lease to the one that made the best offer.

Q. Did you say that Mr. Vreeland stated the last offer orally?—A. I did.

Q. Who asked you to offer that resolution?—A. I think one of the Seneca Oil Company asked me to call that matter up. One of the council have to call it up before it can be considered.

Q. Who wrote it?—A. I don't know.

Q. Who handed it to the president?—A. I think it was Vreeland; I don't know.

Q. Did you understand that you were voting first to confirm the Barker lease?—A. I understood so.

Q. Did you consider that a good lease?—A. I had some doubt about it, but I wanted to wipe that lease out.

Q. And by confirming it and giving a new lease for a smaller amount and releasing the balance you would get rid of it?—A. Yes.

By Mr. ANSLEY:

Q. What did you understand about it?—A. That we were to confirm it as to all the land east of Salamanca and release the rest.

Q. And when you voted you voted to adopt the resolution which was passed, and the resolution had the offer to release attached?—A. Yes, sir.

Q. Were any other inducements, telling you that someone would do something for you, offered to you?—A. No.

WILLIAM W. JIMERSON.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector*.

WILLIAM JIMERSON, recalled.

By Mr. ANSLEY:

Q. You know Chester Lay?—A. Yes, sir.

Q. How long have you known him?—A. Thirty years or more.

Q. You were one of the councilors at the council at Shongo in December last?—A. Yes, sir.

Q. Did you see Mr. Lay there—Chester Lay?—A. Yes.

Q. What day did you see him there?—A. The first time I saw him was on the third day.

Q. Was he there on the second day?—A. I don't believe he was; I didn't see him.

Q. Was he intoxicated?—A. Yes; he was intoxicated when I saw him.

WILLIAM JIMERSON.

Subscribed and sworn to before me this 6th day of May, 1897.

P. McCORMICK, *Inspector*.

CASLER JOHN, being duly sworn, through an interpreter testified as follows:

Q. Where do you reside; are you an Indian and a member of the council?—A. Yes, sir.

Q. Were you present at the three days' session of the council in December, 1896?—A. Yes.

Q. What company did you favor at that time?—A. Seneca Oil Company.

Q. Did you know how many companies were bidding there at that time?—A. About three companies.

Q. Were you familiar with the propositions of all the companies?—A. No.

Q. Why did you favor the Seneca Oil Company?—A. Seneca Oil Company proposed more than anybody else.

Q. Did you talk with any white man during the three days' session, or before it, about the granting of the lease?—A. No.

Q. Did you talk to Mr. Vreeland, Colegrove, or Mr. Fancher at any time before or during the session about the Seneca Oil Company lease?—A. No.

Q. During the three days' session did you see or drink any whisky there?—A. No.

Q. Did anyone promise you anything in consideration of voting for the Seneca Oil Company or any other company?—A. Only this man here, Shongo, was to give me afterwards \$25.

Q. Do you know the difference between the Seneca Oil Company and the South Penn Company as to royalty on big wells?—A. No.

CASLER JOHN.

Sworn and subscribed to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector*.

C. C. KIMBALL, sworn and examined.

By Mr. MULLEN:

Q. Where do you live?—A. Bradford.

Q. How long have you been engaged in the oil business?—A. More or less for 17 or 18 years.

Q. Are you familiar with the territory covered by the Seneca Oil Company's lease?—A. I know where it is; I am not familiar with the production?

Q. Are you somewhat familiar with the production of the Chipmunk oil field?—A. I am not.

Q. Did you build the rig on a portion of this?—A. I started to build one on the Sue Jimerson property.

Q. Had you leased from her?—A. Yes, sir; contracted with her.

Q. What became of your rig?—A. Served an injunction on us and stopped us.

Q. About what time was this?—A. I think it was in January last.

Q. What, in your judgment, was the territory worth around there at that time for oil purposes at an eighth royalty?—A. I had an agreement with her that I was to pay her \$5 per acre for the first fifty acres at an eighth royalty.

Q. Did you regard that territory worth that amount at that time?—A. Yes, sir; provided we found oil.

By Mr. ANSLEY:

Q. That depended upon your finding oil in paying quantities?—A. Yes, sir.

Q. And that was right in the locality where the Seneca Oil Company put down their well?—A. Yes, sir; between Riverside Park and Chipmunk Creek.

Q. And it embraced some of the land on which they have now got wells?—A. I can't tell.

By Mr. MULLEN:

Q. What were you to give for the next located?—A. Whatever was fenced was to be \$10 per acre if we deemed it worth it after the first fifty acres.

C. C. KIMBALL.

Subscribed and sworn to before me this 7th day of May, 1897.

P. McCORMICK, *Inspector.*

CHESTER LAY, sworn and examined.

By Mr. MULLEN:

Q. Are you one of the Indians living on the reservation?—A. I am. I have always lived there, excepting when I was away to school. I have held all the positions in the nation from councilman up to president. I was president in 1888 and 1889. I was educated at home and in New Hampshire. I read and write English. I met Mr. Jewell on the train at or about the time that the council met for the purpose of making a lease for oil purposes. Before the council was to convene I had a call by Harrison Halftown, a member of the Seneca Nation; he requested me to assist him in procuring a lease for the Standard Oil Company; he thought they were to pay the most money. I says I will do so for the benefit of the Indians. When the council met it happened that the council had adjourned to Shongo, on the reservation, but I was delayed a day. I didn't get there until the second or third day of the council, and I arrived at Salamanca the night before; and in the morning we all started to take the train for Shongo, and before I got to the station, the night before I met the officers there in Salamanca, and I learned what the proceedings was the day before; I was told there was seven oil companies bidding; and in going to the station the next morning I met J. S. Logan, and he says to me, "The council is already going one way." Jesse Jamison, one of the councilmen, came up there and says, "You councilmen have already received \$25." He denied it; he says, "No use to charge me that, because you don't know anything about it." We had conversation together; that was the report around,

and when we got on the train we met Mr. Jewell on the train. I asked him what he was going down there for, and he said the Eastern Company asked who I was for, and I said I was for Harrison Halftown for the Standard Oil Company. When we got to the council house at Shongo before the council convened I asked the clerk to see what companies had bid.

Q. State what you said to Jewell on the train.—A. I don't remember saying anything on the train. After we got off, walking from the station to the council house, I said to him: "I heard or surmised that the proceedings of the oil company had already been settled; now if you want to get a lease you will have to bid over these other companies; it has been customary to pay a bonus to the councilmen," and I told him what information I had through Mr. Logan. I told Mr. Jewell that if he wanted the lease for his company he would have to pay more than had been offered by other companies. He said he wasn't in position to do that. Being a United States officer, he wasn't inclined to pay any more bonus. I told him what I heard, that Mr. Logan charged the councilmen had already been paid \$25. After we got down there, if I remember right, I offered to assist him in any way I could possibly, provided he would give a little more for the Seneca Nation. I was there to suggest to the council the biggest offer, and I knew that the Standard Oil Company would give the biggest. I was told so.

Q. State if you said anything to the council while it was in session in relation to there being better offers there than the Seneca Oil Company.—A. I tried to get the floor, but couldn't get a chance to say anything. I worked there for the interest of our people, but I found out that they had already considered one lease, the Seneca Oil Company's lease.

Q. You didn't hear anything about any of the others?—A. No.

Q. As representing the Standard Oil Company, what offers were they prepared to make for the lease?—A. The proposition that I saw in the minutes didn't state. I only knew through Mr. Halftown, what he told me.

Q. State whether or not, in the presence of Mr. Jewell and in the presence of four or five councilmen, you said that the Seneca Oil Company had given each councilman \$25 to secure their case.—A. In the council chamber, after the intermission for dinner, I went and conversed with Mr. Jewell; from what I had seen in the council I was satisfied that the other companies had no chance, and I informed him what Mr. Logan had told me; I told him that again.

Q. When you made this statement in the presence of the councilmen did any of them deny it?—A. No.

Q. When you stood up in the council chamber and attempted to state that there were better bids there than the Seneca Oil Company bid who stopped you from talking?—A. The president, Mr. Hoag.

Q. You may state whether or not you said in the council chamber, in the presence of Mr. Jewell and others [pointing to Mr. Howard], that "the Standard here, and I am here for them, have paid the councilors \$50 apiece, and the Senecas [pointing to Mr. Vreeland], on the other side of the room, have paid them \$25 apiece; now, grease is what they are after, and I came over here for the Standard Oil Company;" did you say that?—A. No; I did not. I didn't say that we paid them. I had no information that we had paid them anything.

Q. What did you say about their having been paid \$25 apiece?—A. Through information I got from Mr. Logan, I says, if they give \$25, why don't the Standard give \$50?

Q. Who was present when you said that?—A. Quite a good many; councilors, I think. I know Mr. Halftown was there. The councilors were right around. Mr. Jewell and I were there. Perhaps he misunderstood me.

Q. Did you know what the offer of the Seneca Oil Company was at the time the vote was taken?—A. Yes; I think I do.

Q. What was it?—A. I think they were to pay \$1,000 down and \$3,000 after oil was developed.

Q. Did you know that before the vote was taken?—A. No; I knew it right after the vote was taken.

Q. Who informed you that the vote was taken?—A. Moses Lay, one of the councilors.

Q. Is that the first time you heard of that offer, that you knew they were giving \$3,000?—A. Yes; through my uncle.

Q. Did he tell you that after the council adjourned?—A. Yes.

Q. Was there any opportunity given, so far as you know, for the Standard Oil Company or other companies who were there to increase their bids prior to the time the vote was taken?—A. No, sir; there was no chance before the vote was taken. My uncle was saying, "Let's delay this, let's hear all this," and that time the council adjourned for dinner, and I supposed after dinner we were going to have it all considered. After we came back from dinner the vote had been taken and granted to the Seneca Oil Company. I was not there when the vote was taken.

By Mr. ANSLEY:

Q. Where did you go after dinner?—A. Down to Mr. Patterson's, a mile and a half or two.

Q. What time in the afternoon did you get back?—A. About 2 o'clock; I don't remember the exact time. We stayed there at the house nearly an hour or more.

Q. What you told Mr. Jewell was what Mr. Logan told you?—A. Yes, sir.

Q. And Mr. Logan stated that to you in the presence of what councilman?—A. Jesse Jamison.

Q. And Jesse Jamison denied it?—A. Yes, sir.

Q. Was Mr. Logan a little intoxicated?—A. He had his medicine that morning, but he was all right.

Q. Where did you stay the night before you went to the council?—A. Dudley House, Salamanca.

Q. Did you drink any whisky there?—A. I think I did.

Q. That was when you came from Cattaraugus?—A. Yes; I was at the council the day that they voted on the lease, and that was the only day I was there.

By the INSPECTOR:

Q. As a general rule among your councilors, when anything wants to be obtained from them, any lease of any kind, do the councilors generally expect to be paid for that individually?—A. It has been the custom, for tobacco money or cigar money; I don't suppose they count that anything wrong; they can put it in the treasury or divide it up among themselves; it has been divided among themselves.

Q. Don't you think that the nation suffers through that?—A. Yes, sir.

By Mr. MULLEN:

Q. Did you see any whisky used among the councilmen that day?—A. No; I did not.

Q. State whether or not you saw any of the councilors under the influence of liquor?—A. I don't believe I did; I couldn't say.

By Mr. ANSLEY:

Q. If anything is paid to the council, it is known and each one gets the money—is there a minute made of it on record?—A. I don't know, I never saw it; if it is put in the treasury there is a minute of it.

Q. Have you been a member of the council since?—A. No.

Q. Your father has been president also?—A. Yes; and a councilor.

By the INSPECTOR:

Q. As president of the nation, you know whether there is ever any minute made of money of that kind?—A. I never saw it.

C. C. LAY.

Subscribed and sworn to before me this 7th day of May, 1897.

P. MCCORMICK, *Inspector*.

CHESTER LAY, recalled.

By Mr. MULLEN:

Q. You stated, when on the stand before, that you had been president of the Seneca Nation?—A. Yes, sir.

Q. You may state what the custom is as to granting lands to Indians in severalty.—A. In granting, we have a statute in New York State that when the Seneca Nation changed their form of government from chiefs, if I remember rightly, that all members of the Seneca Nation whoever wants to make an application for lands for his own benefit should apply to the council for their ratification. Prior to that the custom was—that is to say, when we had the chiefs—they used to, as I understand, grant to individuals by petition. Since this form of government, in 1847, I don't believe anyone complied with that law in filing their improvements on the records of the nation—that is to say, all that take up improvements should be on records on the books of the nation.

Q. State, if you know, whether or not, under the customs and laws you have mentioned, Mr. Shongo did take up land on the Indian reservation.—A. I understood so.

Q. About how long ago?—A. I should judge three or four years.

Q. Do you know the amount that he has so taken up?—A. I can't say; I think it was the eastern reservation.

Q. Was it the part of the reservation covered by the Seneca Oil Company's lease?—A. I think so; I saw his lease; I don't know whether it conformed to the rules or not.

Q. As you understand the customs and laws of the Seneca Nation, would Mr. Shongo have the right to drill for oil on the property so taken up?—A. According to his own improvement I believe he has the right.

By the INSPECTOR:

Q. Do you know how many acres of land he took up on that paper that you saw?—A. Quite a territory.

Q. Was it as much as 600?—A. Might be.

Q. Do you know for what purpose he took it up?—A. I think it was for mineral purposes.

Q. Do you know of any law or custom among your people by which any Indian has ever been allowed or whether he has taken up any land for mineral purposes?—A. I don't know of anyone before Shongo.

Q. Mr. Shongo has stated that he had the signatures of nine or ten councilors to that paper, permitting him to take it up. Would that be

valid, a good lease among your people, from the individual councilors signing it when they were not in session?—A. I hardly think so.

Q. Would they have to ratify it in council?—A. That is according to our statute, the way I understand it, unless custom makes laws.

By Mr. MULLEN:

Q. Have grants of land formerly been granted to individual Indians for the purpose of taking off timber?—A. Yes; to individuals for his own improvements, to settle down.

Q. And to sell the timber?—A. Yes; when he gets permission of the council.

Q. No act done by the councilors when they are not assembled is legal, of course?—A. No.

Q. State whether or not you regard the method by which Mr. Shongo acquired the title to this property as being in accordance with the custom of similar grants by your nation for timber and other purposes.—A. I think it was regular as far as I could see.

Q. In accordance with the manner in which grants have been heretofore made you would consider it legal?—A. If carried through the council.

By the INSPECTOR:

Q. Have you a seal to your nation?—A. Yes, sir.

Q. If any lease or any contract is carried through the council is it stamped with the seal of the Seneca Nation?—A. It is their duty to have it stamped.

Q. Were the papers sealed with the seal of the nation?—A. I couldn't say; I just merely glanced at it.

Q. How are papers of this kind usually signed?—A. If legally signed it must be the president and clerk and the seal of the nation.

Q. Were Shongo's papers signed in that way and with the seal of the nation on?—A. I couldn't say.

C. C. LAY.

Subscribed and sworn to before me this 7th day of May, 1897.

P. McCORMICK, *Inspector*.

CHESTER LAY, recalled.

By Mr. MULLEN:

Q. What is the book that I now hand you?—A. That is the Seneca Nation constitution.

Q. I now read section 18. On page 22 of the book shown witness is as follows:

The sawmills on the different reservations now in operation are hereby declared to be national property, and the funds accruing therefrom shall be by the council appropriated to national purposes. But nothing in this charter shall be construed as prohibiting the erection of mills and other works for manufacturing or other purposes by any private individual upon his own premises, provided that in so doing he doth not trespass upon the rights of any other individual, and such erections by individuals shall be respected as strictly private property.

This is signed William Jamison, clerk of the Seneca Nation, Cattaraugus Reservation, Erie County, N. Y., December 5, 1848. Has that section of this law ever been repealed, to your knowledge?—A. Not to my knowledge.

Q. State whether or not, in your opinion, it is still in force.—A. I think so; for the reason that all individuals taking up land according to that custom have been holding under it.

By Mr. ANSLEY:

Q. There is no sawmill now on the reservation, is there?—A. No.

Q. That was the first constitution adopted by the Seneca Nation of Indians, wasn't it?—A. Yes.

Q. When was the next adopted?—A. I couldn't say; there has been two or three.

Q. Do you remember when the last one was adopted?—A. In 1893, I think.

C. C. LAY.

Subscribed and sworn to before me this 7th day of May, 1897.

P. McCORMICK, *Inspector*.

MOSES LAY, being duly sworn, testified as follows:

Q. What is your name?—A. Moses Lay.

Q. Where do you reside?—A. Cattaraugus Reservation.

Q. Are you an Indian?—A. Indian.

Q. Are you a member of the Seneca Nation; councilor?—A. Yes.

Q. Were you present at the council meeting last December?—A. Yes.

Q. Did your nation make a lease with any company for oil?—A. Yes.

Q. What company did you make the lease with?—A. I have forgotten.

Q. How many companies were there bidding before your council for a lease?—A. Four.

Q. What four were they?—A. I have forgot.

Q. How many days was the council in session?—A. Two; talking about leases.

Q. How many all together?—A. Two, I think.

Q. What reason had you for voting for the Seneca Oil Company?—

A. I vote—I don't vote for the Seneca Oil Company.

Q. Who did you vote for?—A. I voted for another company.

Q. Why? Did you vote for the South Penn? Did you vote against the Seneca Oil Company?—A. No.

The following questions and answers were asked and given through an interpreter:

Q. What lease—company—did you vote for?—A. All the vote I voted for was one application.

Q. Which company was it?—A. I voted against the Seneca Oil Company.

Q. What company were you in favor of?—A. I have forgotten.

Q. Why were you in favor of the company that you have forgotten the name of; was any money paid you for being in favor of that company?—

A. I didn't get any money for being for this company, but I was told by Halftown that this company wanted the lease.

Q. Do you know whether any of these councilors were paid any money for their votes for any of these companies?—A. I don't know.

Q. Did you vote for Shongo to have a lease?—A. Didn't vote.

Q. Why didn't you vote for him to have a lease?—A. Because so many applied for a lease, and he proposed that all the applications be heard.

Q. Were all the applications not heard?—A. No.

Q. How many were read?—A. All that I heard read was the one that got the lease.

Q. Didn't you hear Shongo's application read?—A. I think so.

Q. Did you hear any others by the clerk?—A. No.

Q. Do you remember of voting for a resolution granting the lease to

the Seneca Oil Company, providing that they released the Barker lease?—A. Yes.

Q. Did you vote for a resolution confirming the Barker lease?—A. No.

Q. Don't remember that?—A. No.

MOSES (his x mark) LAY.

Sworn and subscribed to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

BRADFORD, PA., *May 7, 1897.*

L. E. MALLORY, examined.

By Mr. MULLEN:

Q. Where do you live?—A. Bradford, Pa.

Q. How long have you lived here?—A. About eighteen or nineteen years.

Q. How long have you been actively engaged in the oil business?—A. Something over thirty years.

Q. You may state if the Bradford field, and what is known as the Chipmunk field in connection with the Indian reservation, is all connected, and known as the Bradford oil field?—A. I would say yes.

Q. How far is the Indian reservation from Bradford?—A. About 12 miles.

Q. About how many wells have you drilled in the Bradford field?—A. I have drilled over 200 wells that I have been interested in.

Q. Can you state about how many wells you have been interested in since you have been in the oil business?—A. At least 1,000 wells.

Q. Were you familiar with the oil business as it was developed near the Indian reservation at the time that what is known as the Seneca lease was signed?—A. I was, somewhat.

Q. At that time, taking into consideration the amount of land leased to the Seneca Oil Company and its location and the developments near it, and the fact that but \$1,000 was paid down and the balance to be paid if oil was found in paying quantities, what would you say was the value of the property covered by that lease at that time—such a lease as was granted to the Seneca Oil Company; have you seen or heard read their lease?—A. I have. Based upon the terms contained in that lease, I would have considered that 4,000 acres Seneca Oil Company leased cheap.

Q. You may state whether or not you had any personal knowledge of leases being sold in the vicinity of the reservation at or about the time the Seneca lease was made, or leases offered for sale.—A. I have in my mind a sale that was made by M. W. Wagner to Phillip Ross and the Eastern Oil Company of 350 acres located on lot 70, Carrollton, about 1 mile south of the reservation, at one-eighth royalty and \$12,000 bonus; this is located in an extension of the Chipmunk field, in what is known as the Rice Brook field.

Q. You may state if the developments on the Indian reservation are an extension of the Chipmunk field.—A. They are so considered. I have another piece in my mind that was in the market about the time, or shortly after the granting of the Seneca Oil Company lease, adjoining the Seneca Reservation near Vandalia, in which Mayor G. C. Fagnon offered \$1,000 bonus and a quarter royalty for about 6 acres of land, but evidently his offer was not enough, as they did not accept it; there was other pieces near by there on the market, and sales made of them, but I think these estimates of prices has been stated before.

Q. Taking out the wells drilled by the Seneca Oil Company and about thirty acres of land surrounding them, what would you say the balance of the land covered by the Seneca Oil Company's lease is now worth per acre; what would you be willing to give for it, as an oil man, based on the royalty reserved in the Seneca Oil Company's lease?—A. I should consider that it would find a ready market at from \$8 to \$10 an acre for oil purposes.

By Mr. ANSLEY:

Q. Are you responsible, pecuniarily, financially?—A. To a certain extent.

Q. How much do you consider yourself responsible for?—A. I decline to answer.

Q. Are there judgments against you?—A. On the basis that he speaks of, \$1,000 cash down, to have paid \$25,000 more if oil was found in paying quantities.

Q. You are familiar with the staying qualities of wells in this district?—A. I am.

Q. You may state whether or not, in your opinion, based upon your past experience, any wells drilled in this district will exceed an average production of 100 barrels during a whole year.—A. I would say that there has not been a well drilled in this field in ten years that has averaged 100 barrels per day for one year.

Q. If a lease contained a provision, and if the Seneca lease contains this clause, "A full one eighth on all the wells averaging 50 barrels a day or under; one-quarter on all wells averaging from 50 to 150 barrels a day and three-eighths on all wells averaging about 150 barrels a day, said average to be for one year," would you consider a lease of that character of any more value than one made at a straight one-eighth royalty in the territory that this lease covers?—A. I would not.

Q. You may state your reasons why you would not.—A. For the reason that there has not been a well drilled in this district, or if any, but very few, that has averaged 50 barrels a day for one year.

Q. You may state what is the customary oil country graded lease.—A. There is some difference in the way they are got up; but a usual graded lease would run one-eighth royalty to 10 barrels, over 10 to 30 or 40, one quarter royalty; over 40 to 100, three-eighths royalty; over 100 barrels a day, one-half royalty, average to be taken for the production by the monthly pipe-line statements, including the stocks of oil on the lease at the 1st of the month.

(Counsel objects, and objection sustained.)

Q. You have interested yourself quite a good deal in the Seneca Oil Company's lease, haven't you?—A. To some extent.

Q. Was that for the purpose of sustaining a contract that you had with Shongo?—A. It was.

Q. When did you make a contract with Shongo for a part of this land?—A. I never made any contract.

Q. What is your name—L. E. Mallory?—A. It is.

Q. What do you call the paper that you made with him?—A. I did not make a contract with Shongo for any land.

Q. What kind of a contract did you make with him?—A. As I understand it we made an agreement to furnish the necessary money, material, machinery, and skilled labor for him to go on and operate what he called his individual right.

Q. How much land was to be embraced in that?—A. I think about 800 acres.

Q. Where was it located?—A. It was designated as to run from certain mileposts across the reservation.

Q. Do you understand it included land east of Carrollton village?—A. I do.

Q. And on the south side of the river?—A. My understanding is it runs clear across the reservation, taking both sides of the river.

Q. Was it near the Chipmunk developments?—A. It was in that immediate vicinity.

Q. And was where the well was that Shongo swore was torn down—the rig?—A. It was.

Q. Was this provision in the contract as I read it?

The said Shongo shall make no other contract in relation to said oil and gas and will not assign or transfer any part of his claim or right in the minerals or mineral rights in said land above described in excess of the undivided one-fourth; that the said Shongo, in consideration hereof and in payment for labor performed, money furnished, and chances taken in said development, shall deliver to said second parties three-fourths the balance of said oil and gas, when produced, in the following proportion, to wit: To L. E. Mallory, three-sixteenths; L. E. Hamsher, six-sixteenths, and to T. F. Mullen, three-sixteenths.

A. That is not the way I understood it.

Q. Do you mean that that is not the entire contract?—A. That is not the words as I understand it.

Q. Have you read what purports to be the agreement between you, Hamsher, and Mullen with Daniel E. Shongo and published in the Congressional Record of April 22?—A. I have not.

Q. Have you got a copy of that contract?—A. I have not.

Q. Do you know where it is?—A. I think the inspector has it.

[Paper handed witness.]

Q. Look that over and see if that is the contract.—A. In my judgment the contract referred to an eighth royalty to go to the Seneca Nation.

Q. Then your recollection is that the contract, as published in the Congressional Record of April 22, is not the true contract that you and Mullen and another made with Shongo?—A. My recollection is that it provided for one-eighth royalty to the Seneca Nation.

Q. Then if the contract did so provide, then this is not a true copy of the contract?—A. No.

Q. Who is L. E. Hamsher?—A gentleman residing here in Bradford.

Q. Who is T. F. Mullen?—A. A son of Eugene Mullen, residing here.

Q. An attorney at law?—A. He is.

Q. And a son of the present attorney who examined you?—A. He is.

Q. Is the attorney that has been interested in conducting these proceedings?—A. I think he has been somewhat interested in it.

Q. Has been present and examined witnesses every day?—A. He was present at Olean during one day of the examination and one day at Salamanca that I was there.

Q. Then you were present at Olean during the examination there?—A. One day and one day at Salamanca.

Q. What day was that?—A. I was in Salamanca from Tuesday noon until about 4 o'clock that p. m.

Q. Have you employed any attorney to represent your interests on this investigation?—A. I have not.

Q. Have you paid a part of the expenses of procuring witnesses upon this investigation?—A. I have not.

Q. Who summoned you to Olean?—A. No one.

Q. Who summoned you to Salamanca?—A. No one.

Q. Have you agreed to pay part of the expenses?—A. I have never spoken to anyone nor had anyone speak to me about the matter.

Q. Do you know who has employed the attorneys who have represented the other side in this controversy?—A. I do not.

Q. Was it just a circumstance that you happened to go to Olean and Salamanca?—A. It was not.

Q. At whose request did you go?—A. I have previously answered that no one requested me to go.

Q. Then you went on your own responsibility?—A. Yes.

Q. And you happened in here in the same way, I suppose?—A. No one called me here.

Q. And no one knew what you were going to swear to?—A. They did not.

Q. You hadn't talked with anyone about what you were going to testify to?—A. I likely have said what I considered would be a fair value upon the Seneca Oil Company lease.

Q. You have said that a great many times?—A. Not that I remember.

Q. You say that the Chipmunk field is a continuation of the Bradford field; do you say that as an oil man?—A. I have not said so.

Q. Is that true, or isn't it; is there any connection between the Bradford field and Chipmunk?—A. I might say, yes; inasmuch as they have found the Bradford first sand in the Chipmunk field, but it has not been very productive.

Q. Where is that?—A. A well drilled by the Devonian Oil Company, The Strong farm found the third sand and got a show of oil in it, and they thought would make a good producer, but after testing it it failed to make a paying well, yet the Devonian Oil Company have hopes of finding producing third-sand territory in that district.

Q. Do you know how many wells in that vicinity have been drilled to the third sand?—A. I do not.

Q. Do you know where the Strong farm is situated?—A. I think it lies northeast of the Chipmunk developments and in the immediate vicinity.

Q. How far from the reservation?—A. I would judge not over a mile.

Q. Will you swear it is within 3 miles of the reservation?—A. I would swear that the Strong farm I have reference to is within 3 miles of the reservation—where this well was put down.

Q. Where was the land located that you spoke of—the Wagner lease?—A. It is nearly due west of the Chipmunk developments.

Q. How many miles?—A. I should say between 3 and 4 miles.

Q. And was adjoining what is called the Rice Brook field?—A. It was adjoining the extension of the Chipmunk field or Rice Brook field. It was adjoining the Rice Brook field.

Q. Which direction from the Rice Brook field?—A. South of it.

Q. Do you know whether any wells have been put down on that lease or not?—A. There was one.

Q. What was the result?—A. A very light show of oil.

Q. So that the well has continued as a producer?—A. No, sir.

Q. It was abandoned as dry?—A. I think the well is not pulled out yet; it stands there.

Q. How near did you say that territory was to the reservation?—A. I would judge it is just two miles and a quarter.

Q. How far from the Seneca Oil Company's developments?—A. I should think 4 miles.

Q. Do you know the number of wells that have been put down on

the reservation and adjoining the reservation on the north side of the river?—A. I only know of three wells.

Q. Where were they located?—A. One of them is on the reservation, recently drilled, not far from the reservation; I think it is the Hevenor well; one was drilled several years ago up near where the iron tank used to be located above Carrollton, drilled by Galloway on the Miller farm; that is all that I know of personally.

Q. In the Bradford field the wells last a good many years, do they not?—A. Some of them.

Q. How long do you know of wells here that have been producing oil?—A. I know of wells yet producing from the Bradford sand, that I drilled eighteen years ago, now in small quantities.

Q. And have continued to produce since that time?—A. More or less.

Q. Are those third sand wells?—A. What is known as the Bradford or third sand wells.

Q. At about what depth?—A. They vary very much as you drill on the hills or in the valleys. I should say an estimate of about 1,400 feet deep.

Q. When was the first production of oil from the Bradford district?—A. I think about twenty years ago.

Q. At that time there was a general oil development through the section?—A. There was.

Q. And the land substantially drilled over?—A. Principally so.

Q. Do you know what was the largest production from the Bradford field at any one time?—A. It is estimated at about 80,000 barrels a day.

Q. Do you know the land that Shongo pretended to lease to Emery?—A. I do not know that he ever tried to lease any.

Q. Did you ever operate in the Chipmunk field?—A. I have on the John Robison farm.

Q. Mr. Shongo, in his letter dated Carrollton, April 13, to M. S. Quay, "This time is the present parties, the Hon. L. Emery, jr., and his friends obtained a contract to furnish labor and material to put down certain wells," do you know what that referred to?—A. I should judge it referred to the contract between Hampshire, Mullen. I never knew as he had a contract with Emery.

Q. Is Emery interested in this contract with you?—A. I think he is interested with Mr. Hampshire in the same contract.

L. E. MALLORY.

Subscribed and sworn to before me this 7th day of May, 1897, at Bradford, Pa.

P. McCORMICK, *Inspector.*

SALAMANCA, N. Y., May 4, 1897.

JOHN McCAFFERY, sworn.

By the INSPECTOR:

Q. What is your name?—A. John McCaffery.

Q. Where do you reside and what is your occupation?—A. I reside in the Chipmunk Valley.

Q. Does your land adjoin the Indian reservation?—A. Yes.

Q. Have you at present any oil leases upon your farm?—A. There is.

Q. How many acres have you under lease?—A. I couldn't exactly say how many acres. I leased it out in pieces. There is 400 acres in the lot, and I have leased 275 acres.

Q. Is it all leased to one company?—A. No.

Q. Do you receive a bonus on your leases?—A. I do on some of them, not all.

Q. Upon what number of acres of land do you receive a bonus?—A. One hundred acres, and in another place about 50 acres.

Q. What bonus do you receive upon the 50 acres per acre?—A. On what I suppose is 50 acres I receive \$10,000, besides the royalty.

Q. How far is that 50 acres from the reservation?—A. I suppose about 100 rods, maybe not quite so much.

Q. What do you receive upon the 100 acres bonus?—A. Two thousand dollars.

Q. Besides the royalty?—A. Yes.

Q. How far is that from the reservation?—A. That is further still; 200 rods or more, perhaps.

Q. You stated that the 50 acres that you received a bonus of \$10,000 for did not adjoin the reservation.—A. No.

Q. Whose land adjoins that 50 acres?—A. My son's land.

Q. Is that leased?—A. It is.

Q. Does he receive a bonus for his?—A. Yes.

Q. What bonus did he receive?—A. I can't state how much he did get; he didn't get much.

Q. Which land did you lease first, the 50 acres or the 100 acres?—A. The 100 acres.

Q. Then the closer you got to the reservation the greater the bonus you received?—A. The 50 acres I leased for \$2,000 is the closest. The last I leased I got the biggest bonus for, and that doesn't join it.

Q. From the reported production of the oil wells on the Seneca Reservation, what would you say was the fair value as a bonus for that land to-day per acre?—A. Where the wells are the bonus ought to be considerable. I don't know what they are producing.

Q. What is the fair bonus of the 4,000 acres, judging from the reported production of the wells?—A. I wouldn't give any more than \$8 an acre for it.

By Mr. MULLEN:

Q. When was it that you made this lease to the Horseshoe Oil Company?—A. It was the last day of September, 1896.

Q. You received \$2,000 bonus for that and a graded royalty?—A. Yes.

Q. Was that after the Donahue well had been opened up?—A. It was.

Q. Was the Donahue well the one that stimulated operations in your vicinity?—A. It was the first well in that place that was big.

Q. What bonus did you get on it?—A. Two thousand dollars.

Q. Had you leased any of it to anybody else before?—A. Yes; I leased once to a man named McElwaine.

Q. How long ago was that?—A. Seven or eight years ago.

Q. Did you get any bonus on that?—A. No.

Q. Did they put down a well?—A. Yes.

Q. Did they throw up the lease?—A. Yes.

Q. Is the production of the three wells small?—A. Yes.

Q. Do you know that on the reservation on the Seneca Oil Company's lease they put down eight wells?—A. No.

Q. Do you know that three out of the eight are not producing oil?—A. I didn't know anything about that.

Q. Do you know what land is covered by their lease?—A. No; I don't.

Q. Do you know that the 4,000 acres takes all the land east of the village of Salamanca except what is the villages of Carrollton and Vandalia?—A. That I don't know.

Q. About how much of the reservation land is there joins you?—A. The line on the north side is three-quarters of a mile long.

Q. You join on the reservation about half or three-quarters of a mile.—A. Yes; about that.

Q. Wells that are producing are substantially opposite your land?—A. About 100 rods away.

Q. When did you receive this \$10,000 from Mr. Coast?—A. I don't know exactly.

Q. Can you tell the month?—A. I think it was in November, 1896.

Q. Was it before the lease was given to the Seneca Oil Company?—A. I don't know when their lease was given.

Q. Was it before December 3, 1896?—A. No; it was after December.

Q. Before December?—A. I think it was about the last of November.

Q. How near was that land to the reservation?—A. About 100 rods.

Q. Consisted of how many acres?—A. I suppose about 50 acres.

Q. He gave you \$10,000 bonus and what royalty?—A. Eighth royalty.

Q. He has drilled several wells on this piece, has he?—A. Five.

Q. Do you know what the production of the last well is that he drilled?—A. The last well he drilled is within a few days. They got about 300 barrels in a week, and that is the best well on the place.

Q. Is that a good paying oil well, or will it be?—A. It will if it continues so.

By Mr. ANSLEY.

Q. How many wells were put down on this 50 acres?—A. Five.

Q. How many of them are producing?—A. Three, and I don't know but four.

Q. One is a small well, if producing anything?—A. Yes.

Q. One of them was a dry hole. Which one was that with reference to the time they were put down, first, second, or third?—A. There is one of them a dry well; that was the fourth one put down.

Q. Do you know how much the first three are producing?—A. I do not.

Q. Mr. McCaffery, you are not an oil operator?—A. No.

Q. You never had anything to do with the oil business except to lease your land?—A. I used to drill wells.

Q. Where?—A. Tidioute.

Q. When was the first well put down on your farm?—A. I think it was finished the last of October or the first of November.

Q. I mean the first time?—A. Colegrove & Sheridan put down a well.

Q. When was that?—A. I think that was a year ago last February or March.

Q. They had a lease?—A. Yes.

Q. How many acres?—A. One hundred acres.

Q. Was that a dry hole?—A. No.

Q. Got a little oil?—A. Yes.

Q. Did they give up the lease?—A. They did.

Q. Did you get any royalty from them except the oil?—A. No; I got nothing.

Q. You were to have an eighth royalty?—A. Yes.

Q. Prior to the last lease that you have made of your land when you received these large bonuses, had they ever been leased before?—A. Part of the same lands was. I leased it before three times.

Q. And received no bonus?—A. No.

Q. Then the former leases were given up and you released it in the last eight months for these large bonuses?—A. Yes.

By Mr. MULLEN:

Q. These leases that you gave without a bonus, were they given before the Donahue well came in?—A. Yes.

Q. What was the Donahue well?—A. It was a good well. It was southeast of my place, more than half a mile from the reservation. I don't think it is a mile.

Q. Your farm is between that and the reservation?—A. Yes.

Q. Is that a large well or small?—A. It is a good well.

Q. Was it the first paying producer that had been found in that locality?—A. Yes.

Q. These leases that you made without a bonus were made before the Donahue well came in?—A. Yes.

By Mr. ANSLEY:

Q. How far from your place is the Donahue well?—A. It joins my place on the southeast corner.

JOHN MCCAFFEREY.

Sworn to before me this 4th day of May, 1897, at Salamanca, N. Y.
P. McCORMICK, *Inspector*.

W. W. MACCALL, being duly sworn, testified as follows:

By Mr. ANSLEY:

Q. What is your business and how long have you been engaged in it?—A. Oil business; have been engaged in it since 1877.

Q. Have you had experience in the Chipmunk field?—A. Yes.

Q. What is the nature of the Chipmunk field?—A. It is peculiar to the Chipmunk field; different from other fields. It is spotted, treacherous, and addicted to salt water.

Q. Will you state if to-day, with the full knowledge of this field, that there is any cash value aside from the royalty of an eighth?—A. I don't know of anything in the Chipmunk field that I would give more than an eighth royalty for.

By Mr. STONE:

Q. Is there no producing property in the Chipmunk field that is not worth more than an eighth royalty?—A. I speak of unimproved property, undeveloped property.

Q. There are certain tracts of developed property in this field, are there not, which in a year and a half have returned more than 1,000 per cent of the investment?—A. Not to my knowledge.

Q. What per cent have the best properties returned?—A. I don't know.

Q. What is your opinion?—A. In my opinion there are very few that have paid out from the production.

Q. Have a few properties that have paid out very largely over the cost?—A. Yes; that is simply a matter of common report.

Q. Whose are those?—A. Principally Colegrove and Sherridan that have paid out—I believe that has paid out; it is simply a matter of report.

Q. Have you any idea about what their daily production is?—A. Yes; I have heard.

Q. What have you heard last?—A. I remember of hearing of a statement about two months ago that the Devonian Oil Company's production was about 800 barrels a day.

Q. You would consider that worth more than cost?—A. No, sir; I do not.

Q. Do you know what it cost?—A. Only in a general way; it is one-fourth royalty.

Q. Have you any sort of knowledge of the production of Colegrove & Sherridan?—A. I only know by report. Their property is in the upper field.

Q. They have a production of 300 or 400 barrels a day?—A. I understand so.

W. W. MACCALL.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. MCCORMICK, *Inspector.*

STATE OF NEW YORK,
County of Cattaraugus, ss:

EUGENE MCELWAIN, being duly sworn, says:

By Mr. MULLEN:

Q. Mr. McElwaine, where do you reside?—A. Bradford, Pa.

Q. What is your business?—A. Oil-producing business.

Q. Were you present on the 2d or 3d of December, 1896, at the meeting of the councilors of the Seneca Nation?—A. I was.

Q. For what purpose?—A. For the purpose of procuring a lease of a portion of the lands known as the Indian reservation.

Q. Who were you representing?—A. I was representing myself and T. N. Barnsdale.

Q. State if you made an offer to them.—A. I did.

Q. Was it orally or in writing?—A. In writing.

Q. What was that offer?—A. I offered the Seneca Nation a bonus of \$3,000 for that portion of the Indian reservation lying east of the corporation line of the village of Carrollton, and one-eighth royalty for oil purposes.

Q. Was that offer rejected?—A. The offer was not even presented to the council; it laid on the table unread, while the offer of the Seneca Oil Company was accepted.

Q. You made the offer direct to the Seneca council?—A. Yes, sir; I did.

Q. How much of the reservation lands did you bid for?—A. For that portion lying east of the corporation line of the village of Carrollton; the number of acres I have forgotten.

Q. About how many acres?—A. I would answer in this way: I may be somewhat wild in my estimate, but I should judge it would be about 3,000 acres.

Q. Would it be very much more in any event?—A. No; I think it would be less than 3,000 acres.

Q. Were there other parties present at the meeting of the councilors bidding for a lease of these lands?—A. There was.

Q. Who were they?—A. There were representatives there of the South Penn Oil Company, supposed to be a branch of the Standard Oil Company.

Q. Who represented them?—A. Mr. Howard, their superintendent.

Q. His attorney?—A. D. H. Jack.

Q. Do you know what offer they made?—A. I saw the offer as it was read in open council.

Q. What was that offer?—A. The offer as read before the council was a cash consideration of \$2,000 for all the lands included in the Alleghany Reservation.

Q. That was for the same lands included in the Seneca Oil Company lease?—A. Yes, sir. It was for the same lands that the Seneca Oil Company was asking for a lease for.

Q. Mr. McElwaine, what was the manner of bidding there?—A. All bids were presented to the council in writing, with the possible exception of one.

Q. What was that?—A. The Seneca Oil Company made their bid orally..

Q. What was that bid? Who made the bid for the Seneca Oil Company in the first place?—A. I wouldn't testify to that; there were two of them.

Q. What was that bid?—A. They offered to pay the Seneca Nation \$1,000 in cash, before leaving the hall, providing they would ratify the lease known as the old Barker lease, and an additional sum of \$2,000 after oil had been found on the reservation lands.

Q. What royalty?—A. I don't know. My recollection is one-eighth royalty.

Q. Was that the only oral bid that was made?—A. That is the only one that I remember of being presented to the council.

Q. Did you endeavor to gain information as to the amount of bids that were presented in writing?—A. I did.

Q. In what way?—A. I asked the secretary to allow me to see them, which he did.

Q. What did you ascertain from the secretary?—A. I saw the bids that were presented to the council.

Q. What bids did you see?—A. I saw a bid from the South Penn Oil Company, as I have already stated; also a bid from the Emery Oil Company.

Q. What was that?—A. That was an offer of \$2,400.

Q. Absolutely? What?—A. Yes, sir; as I understand it.

Q. What royalty?—A. I don't know as to that.

Q. Any other bids?—A. There was another bid from the Eastern Oil Company.

Q. What was that bid?—A. I am not positive about the Eastern Oil Company bid; but, if my memory is not at fault, I would say it was \$3,000 for the entire reservation and a royalty.

Q. Were those the only bids that you saw that were shown you by the secretary?—A. They were; yes, sir.

Q. Were they the only bids that you had any knowledge of?—A. They were.

Q. How much were you prepared to pay for a lease of the lands embraced in the Seneca Oil Company lease?—A. Having free access to all the bids, and knowing what each and every proposition contained, when I made my bid for \$3,000 for that portion of the Indian reservation lying east of the corporation line of the village of Carrollton, I knew I was making the best bid that had been presented up to that time before the council. We would have given at that time rather than to have lost the lease a bonus of \$5,000 (it would be worth a great deal more to-day) for the lands covered by our application.

Q. Were those the same lands that were embraced in the Seneca Oil

Company lease or the lease that they asked for at that time?—A. They were.

Cross-examination by Mr. ANSLEY:

Q. How many days were you in attendance at the council?—A. I have forgotten the number of days.

Q. More than one?—A. I should say three or four days.

Q. Did you represent yourself or some company?—A. I represented myself and T. N. Barnsdale.

Q. He was a large oil operator?—A. Yes, sir.

Q. And how many companies from Bradford were represented there?—A. I would say only one, besides ourselves, from Bradford.

Q. Were the representatives of the South Penn Oil Company from Bradford?—A. Yes, sir.

Q. So that all or about all of the oil companies operating in this vicinity were represented in trying to get an oil lease?—A. I would answer no; a very small proportion.

Q. You stated there were five different companies represented there?—A. Yes, sir.

Q. Did you have any attorney there?—A. I did not.

Q. Was your application in writing?—A. It was.

Q. Did you present a lease to the council already drawn?—A. I did.

Q. Where is that lease?—A. I left it with the officers of the Seneca Nation.

Q. Left it with the clerk?—A. I left it with the secretary.

Q. Did you also leave your bid with the secretary?—A. I did.

Q. Did you make more than one bid?—A. I did.

Q. What was your first bid?—A. The amount of the bids when the application was handed to the secretary, the amount of the cash consideration, was \$2,000; after being permitted by the secretary to look over the bids on file, I asked permission of the secretary if I could change my bid from \$2,000 to \$3,000. He handed me the paper. I erased the \$2,000 and inserted \$3,000.

Q. What day was the first bid put in?—A. I don't know what day it was.

Q. What day did you hand in the \$2,000 bid?—A. It was before the last day.

Q. It was changed the last day?—A. It was changed the last day.

Q. Was it before dinner the last day?—A. I do not remember.

Q. You knew the bids were being changed?—A. I did.

Q. You knew that the South Penn had raised their bid?—A. I did not.

Q. I thought you stated that you saw the bids?—A. I did see the bids; but a little while afterwards I overheard Mr. Jack, the attorney for the South Penn Oil Company, say in a sort of a quiet way to one of the officers, "You understand our position, do you? The offer in writing was \$2,000, but there is \$2,000 in addition to that."

Q. You heard him say that?—A. Yes.

Q. Do you know, or don't you, that that was their written proposition to the council?—A. I know it was not the written proposition that was presented before the open council.

Q. What do you mean by the open council?—A. I mean the application as read before the council of the Seneca Nation.

Q. When?—A. During the time the question of leasing these lands was before the council.

Q. Now, do you mean to swear that the application which they presented to the council didn't contain the offer of \$2,000 cash and \$2,000

in case oil was found in paying quantities, and a graded royalty from one to three-eighths?—A. No; I wouldn't swear it was not.

Q. Now, if that was true, you didn't see all the propositions that was made to the council, did you?—A. I didn't see them all if that was the proposition.

Q. Do you mean to say that the Seneca Oil Company didn't make any written application to the council?—A. I don't think I said so.

Q. Do you remember when the proposition of the Seneca Oil Company to pay \$1,000 cash and \$2,000 when oil had been found was made?—A. I do not remember just when this proposition was made, but to the best of my knowledge it was made on the day that the applications were voted upon; I think it was in the afternoon of the last day of the council.

Examination by Mr. McCORMICK:

Q. You stated that you offered a bonus of \$3,000 and one-eighth royalty for oil purposes for the Seneca Nation, but that the offer was not even presented to the council. To whom was it presented?—A. I addressed the proposition to the president, secretary, and treasurer of the Seneca Nation, and presented it to the secretary.

Q. You state that it was unread; how do you know it was unread?—A. Because I was present, I think, all the time while the nation was in session during the time these applications for oil lease were being considered.

Q. Were the applications of the other companies read?—A. They were not, at this time. The day or two—

Q. When were they read—the first, second, or third day?—A. The form of the leases were all read on the second day of the session, but not the amount of the bonuses as they were offered.

Q. Upon what day were the bonuses offered?—A. They were offered on both days, the first and second.

Q. After they were first offered, were they withdrawn or revised?—A. They were.

Q. Did all of the bidders withdraw their first bids?—A. I can not say as to that.

Q. What prompted these gentlemen to withdraw their bids after the first day and revise them?—A. The reason why we withdrew and revised our bid was from the fact that we thought the highest bidder would get the lease; and having an intimation that the bids were being changed, and having some knowledge of what those bids were, we revised our bid, hoping to get above the others.

Q. From what source did you get this intimation that these other bids were being revised?—A. From the clerk of the nation.

Q. Did he come voluntarily and give you that information?—A. He did not.

Q. Did you go to him and ask him for it?—A. I did.

Q. You stated that you had access to these bids; did the other bidders have access to them also?—A. I suppose they did.

Q. Did you know at the time of the council proceedings that your bid was not opened or considered?—A. Yes, sir.

Q. Did you insist that it should be, or request that it should be?—A. I did not.

Q. Why not?—A. I thought there was no use.

Q. What is the measure of a fair bonus and royalty upon an oil lease upon these lands in view of the present and probable production?—A.

I do not think there is anyone who could give an intelligent answer to that question.

Q. What is your opinion?—A. I would say that the lands included in the lease we proposed would be worth at least \$10 an acre bonus and one-eighth royalty; some of the lands would be worth much more than that, and some would not be worth anything.

Q. Have you never inquired why your bid was never read and presented?—A. After the adjournment of the council I asked Mr. Half-town, one of the council, why he did not insist on our proposition being read. He replied that it was no use; that the other fellows had the pull.

Q. Are you acquainted with the lands claimed by Daniel E. Shongo under a lease?—A. I know about where it lays.

Q. State what would be a fair valuation of the lands claimed by him?—A. Twenty-five dollars an acre bonus, besides the royalty.

Q. Is your company a branch or part of the Standard Oil Company?—A. No, sir.

Redirect examination by Mr. MULLEN:

Q. Mr. McElwaine, at the time you made your bid before the council did you know, or did you have knowledge, or were you informed of any better bids that had been made; the final bid?—A. No, sir; I was not.

Recross-examination by Mr. ANSLEY:

Q. All the proceedings of the council were in their native tongue, was it not?—A. I believe it was.

Q. In the Seneca language?—A. Yes.

Q. Do you understand their language?—A. I do not.

Examination by Inspector McCORMICK:

Q. Did you offer any inducements in the shape of money outside of bonuses to the individual Indians to secure this lease?—A. I decline to answer.

EUGENE MCELWAINÉ.

Subscribed and sworn to before me this 3d day of May, 1897, at Olean, N. Y.

P. McCORMICK,
United States Indian Inspector.

W. R. PAGE sworn and examined.

By Mr. MULLEN:

Q. Where do you live?—A. Olean; I have had experience for a very few years in the oil business; perhaps two years. I am somewhat familiar with the Chipmunk field.

Q. What would you say is the value of land bordering on the Chipmunk field, say 4,000 acres of the Indian reservation, at an eighth royalty, on or about the 3d of December last?—A. We have paid as high as \$20 an acre and as low as \$10 for a good deal of the land.

Q. Taking that all into consideration, what would you say it was worth?—A. I should think it would be worth \$10 an acre at that time; that was at a time before it was developed. Along about the 1st of October we drilled a well on the Donahue farm, which was a long ways in advance of developments in the direction of the reservation. The Donahue well was a 100-barrel well. The next well was drilled by the Horseshoe on the McCaffery. The well was reported to be a 250-barrel

well, and that was along about the 1st of December. All developments looked as though the reservation was good. That is my reason for thinking that the reservation was worth that much.

By Mr. ANSLEY:

Q. You made no effort to get a lease of this land?—A. No.

Q. Did you say to anyone about the time this lease was granted that you didn't think it worth fussing with?—A. I might have made some such remark as that; I don't know that I did say that.

Q. Isn't it a fact that the majority of the land that you leased you didn't pay any bonus for?—A. Yes; the greater portion of it we didn't pay any bonus for; we paid a quarter royalty on some of it and an eighth on others.

Q. How much did you pay one-fourth royalty on?—A. One-quarter.

Q. How much an eighth?—A. On the balance.

Q. Would you think it would make any difference with the market value of this land if the Ogden Land Company asserted a claim to the title to the land?—A. I should always object to the prospect of a lawsuit, and I should think it would make some difference.

Q. Generally among oil men they want a clear title to their land?—A. Yes, sir.

Q. Should the fact that you had to get a lease from the council and have it ratified by Congress before it was valid make any difference in the price?—A. No; I should leave that with the man that produced the lease; I shouldn't think I had anything to do with getting it ratified.

Q. You mean that you wouldn't pay for it until it was ratified?—A. It isn't customary for a person to take a lease to pay for it until they have actually got the title.

By the INSPECTOR:

Q. If in your opinion the land was worth \$10 an acre bonus before oil had been found on it, what now, under the reported production of it, would you say it was worth an acre?—A. I have heard it reported so different in amount that I don't know anything about it.

Q. From 70 to 75 barrels per day?—A. If it runs that much, I would give the same for it.

By Mr. ANSLEY:

Q. Do you know what land is covered by their lease?—A. Only as I required.

Q. Do you think there is any market value to the land between Great Valley and Carrollton?—A. There is always a speculative value to wild-cat land.

W. R. PAGE.

Subscribed and sworn to before me this 7th day of May, 1897.

P. McCORMICK, *Inspector*.

FRANK PATTERSON examined.

By the INSPECTOR:

Q. What is your name?—A. Frank Patterson. I live on the Cataraugus Reservation.

Q. Are you an Indian?—A. Yes.

Q. Were you a member of the Seneca council in 1896?—A. Yes.

Q. Were you present at the council meeting in 1896?—A. Yes.

Q. Did your nation make any leases for oil?—A. Yes; the Seneca Oil Company.

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Q. How many applicants were there—how many companies were applying to you?—A. Five or six.

Q. How were these applications made; in writing?—A. Yes.

Q. Which company got the lease?—A. Seneca Oil Company.

Q. Did you vote for it?—A. No; I was in favor of the South Penn Oil Company.

Q. Why?—A. I thought they were the best terms.

Q. Didn't the application of the South Penn Company want to cover the whole reservation?—A. Yes.

Q. Why did you think that?—A. I thought the more land there was the more income there would be; they would develop more of it.

Q. Do you know whether any of these companies used any money to bribe any of your councilors to vote for them or not?—A. No; I didn't see any.

Q. Had you any reason to believe there was any?—A. No; I didn't see it.

Q. Were any inducements offered to you—any inducements to vote for any company?—A. They said they would do what was right by me if I got the lease I was supporting.

Q. Who said that?—A. The South Penn. They said they would do what was right by me.

Q. Was that one of the considerations that made you vote for them instead of the others?—A. I didn't have a chance. Shongo's came first, and then the Seneca Oil Company.

Q. Do you tell me that the only leases that were voted on at all were Daniel Shongo's and the Seneca Oil Company's?—A. Yes. These fellows got the lease and blocked us out.

Q. You don't know what consideration you were to get in case you carried out your bargain?—A. No. There was no specified sum; just working on faith.

Q. Did any other company make any proposition to you?—A. No.

Q. Did the South Penn Company give you a contingent fee to start on—pay you a little down?—A. No.

Q. Yours was all conditioned on your getting the lease?—A. Yes.

Q. Did anybody try to influence you to vote for the Seneca Oil Company?—A. No.

Q. Did any of the councilors ask you to vote for the Seneca Oil Company?—A. No.

By Mr. ANSLEY:

Q. You have been president of the nation?—A. Yes; two terms.

Q. Was you one of the councilors elected yesterday?—A. Yes.

Q. At the council meeting on the last day, and before the vote was taken on the Seneca Oil Company lease, did you make a speech in the council before they took a vote?—A. Yes.

Q. Was you opposing their lease?—A. Yes; the Seneca lease.

Q. In opposing that lease did you state to the council the reason why you opposed it was that the South Penn had made a certain proposition?—A. Yes.

Q. And stated to them the amount they offered?—A. Yes; they offered \$2,000 when the clerk made the papers out and the other \$200 when Congress ratified the lease.

Q. You so stated to the council?—A. Yes.

Q. And you didn't get votes enough?—A. No.

Q. Was Wallace Halftown one of the councilors?—A. Yes.

Q. He voted against the Seneca Oil Company's lease?—A. Yes.

By the INSPECTOR:

Q. Was the last offer of the Seneca Oil Company raising their offer to \$4,000 in writing or orally?—A. Orally. Ed Vreeland stated it, and Ed Jamison.

Q. What day was that?—A. In the afternoon.

Q. Were all the other applicants there at the time?—A. Yes.

Q. Did they hear it?—A. I suppose so.

Q. Why didn't you give Shongo a lease?—A. He was too small money.

Q. Has your nation ever leased or permitted an Indian to take up mineral lands for the purpose of working them?—A. No.

Q. Is there any custom among your people for that?—A. No; not for minerals.

Q. There is no custom of that kind?—A. No.

Q. Was any representative of the United States Government there in his official capacity?—A. He was there representing the Eastern Oil Company—Mr. Jewell.

Q. What are the customs in regard to timber before it is detached?—

A. We can go and cut the timber anywhere.

Q. Without consent of the council?—A. Yes.

Q. For any purpose?—A. Yes.

FRANK PATTERSON.

Subscribed and sworn to before me this 5th day of May, 1897.

—————, *Inspector.*

CASTLER REDEYE, being duly sworn, through an interpreter testified as follows:

Q. Where do you live?—A. Cold Spring.

Q. Are you an Indian?—A. Yes.

Q. Are you a member of the council?—A. Yes.

Q. Were you at the council in December, 1896?—A. Yes.

Q. Did you vote there for any oil leases for any company?—A. Yes.

Q. What company was you in favor of?—A. Seneca Oil Company.

Q. Were there any other companies asking for a lease of the land?—

A. I think so.

Q. Did anybody offer you any money to vote for any company?—A. No, sir.

Q. Did you hear any talk about getting any money for voting among the councilors?—A. No.

Q. Nobody asked you to vote the way you did; just did it of your own accord?—A. Yes.

Q. See anybody drunk or any whisky?—A. No, sir.

Q. Did you see Shongo's lease there?—A. I saw that lease and voted for it the first vote.

Q. Is it a custom or usage among your nation to give an Indian a mineral right on the reservation?—A. I think so, by consent of the nation.

Q. As the nation didn't consent to it in council, do you think Shongo has any right now to it?—A. No.

Q. How many Indians live on the lands they have leased to the Seneca Oil Company east of Salamanca?—A. I can't tell.

CASTLER (his x mark) REDEYE.

Sworn and subscribed to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

HARRY ROBE, sworn and examined.

By Mr. ANSLEY:

Q. Where do you reside?—A. Salamanca, N. Y.

Q. Have you had any experience in the oil business?—A. I have been operating for oil since last December.

Q. In what locality?—A. North of the Allegany River, about opposite Chipmunk, in the Windfall Valley.

Q. And adjoining their reservation?—A. I am putting down a well now close to the reservation line.

Q. How many have you put down in that vicinity?—A. This is my second one.

Q. What is the result so far?—A. In the Patterson well I am having a show of oil and think it will be an oil well; the other one is dry.

Q. You shot this last well, I suppose?—A. Yes; but the result shows that we got in the wrong sand.

Q. Have you known of others being put down on the north side?—A. Yes; one put down by Galloway & Bryan on the Miller lot; that was put down on lot 3, section 4, township 2, range 6, Carrollton.

Q. What was the result there?—A. That was a dry hole.

Q. Are you acquainted with the quality of the sand in this field?—A. Only as I have learned them since I have been operating.

Q. Do you know the Seneca Oil Company's land?—A. I never knew where it was located. I had an idea that they had the entire reservation.

Q. Do you know where their wells are located?—A. I have never been to their wells.

Q. From your experience in that country what was a fair bonus for that?—A. In my firm we have 1,500 acres bordering on the reservation. In the Kilbuck Oil Company I have 1,200 bordering on the reservation, and north of that I have 4,400 acres, and I have not paid a cent of bonus for any of it.

Q. What royalty did you give?—A. One-eighth.

Q. When were these leases obtained?—A. In November the most of them; some in December, and a few in January.

Q. And they are all from farmers and white people owning lands adjoining the reservation?—A. Yes sir.

HARRY ROBE.

Subscribed and sworn to before me this 6th day of May 1897.

P. McCORMICK, *Inspector*.

FRANK SENECA, examined.

By the INSPECTOR:

Q. Where do you reside?—A. On the reservation.

Q. Are you an Indian?—A. Yes.

Q. Member of the Seneca council?—A. Yes, sir.

Q. Were you present all the time at the council in December, 1896?—A. Yes.

Q. Did your nation make any leases with any company for oil at that time?—A. Yes, sir.

Q. How many applications were there at that time?—A. Five or six.

Q. Did you vote for that company?—A. Yes.

Q. Why?—A. They were offering more than the others.

Q. Did you work in the interest of the Seneca Oil Company to get the leases for them?—A. No, sir.

Q. Did the Seneca Oil Company approach you and try to get you to vote for them?—A. No, sir.

Q. Did they offer you any inducements in the way of promises or money to get you to vote for them?—A. No.

Q. When the Seneca Oil Company bid was raised from \$1,000 to \$4,000, when was that done?—A. I think it was the second day of the council.

Q. Was it in writing or did Mr. Vreeland get up and offer it?—A. Mr. Vreeland got up and made the offer.

Q. Did you see any whisky there?—A. No; nor I didn't see anybody under the influence of it.

Q. Why didn't you consider Shongo's lease?—A. He didn't have any money.

Q. Is there any usage among your people permitting them to take up mineral land?—A. No, sir.

Q. How about timber?—A. Timber we can cut most anywhere.

Q. And sell it; saw up all the lumber you want to, and sell it without the consent of the council?—A. Yes, sir.

Q. Was Mr. Jewell present that day?—A. Yes, sir.

Q. Was he there as Indian agent or as attorney?—A. As attorney.

Q. Nobody was there representing the Government?—A. Not as I know of.

By Mr. BURDICK:

Q. What member of the Seneca Oil Company talked with you about the confirmation of this lease before you voted upon it?—A. Not any.

Q. You had no talk with any white person about the confirmation of that lease?—A. No, sir.

Q. Did you have any discussion of it at all about the confirmation of it?—A. No, sir.

Q. Your considerations of it were confined entirely to the council chamber?—A. Yes, sir.

FRANK SENECA.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

GEORGE SHERIDAN, being duly sworn, testified as follows:

By Mr. ANSLEY:

Q. Mr. Sheridan, where do you reside?—A. Olean, N. Y.

Q. What is your business?—A. Oil producer.

Q. How long have you been engaged in the business?—A. Twenty-one years that I have been in the business.

Q. What is the field adjoining the reservation called?—A. The Chipmunk field.

Q. About how large a field does that include?—A. A field about a mile and a quarter wide and 3 miles long as developed at the present time.

Q. About where were the first developments in that field?—A. On the Mike Kelly farm.

Q. And how far was that from the reservation?—A. Three miles, as I understand it.

Q. Who first opened up that field?—A. Myself.

Q. When?—A. Two years ago this month.

Q. Had the field been previously tested?—A. Not with the exception of the year of 1877 there was a well drilled on the Homer farm.

Q. Now, that was the last development until you went in there?—A. Yes, sir.

Q. Did you get some leases there?—A. Yes, sir.

Q. What farms did you lease?—A. The Courts farm, one-half of the Mary Kelly farm, 75 acres of the M. Kelly farm, and one part of the O'Mara farm, and also the Schupert farm; also Coleman farm—40 acres.

Q. Did you pay any bonus?—A. No, sir. Then also I leased 100 acres of the McCabe farm and 100 acres of the McCaffery farm; that is, bordering the reservation.

Q. You leased that two years ago?—A. Yes, sir.

Q. Did you pay any bonuses on these leases?—A. No, sir.

Q. What royalty?—A. One-eighth.

Q. Now, the McCaffery farm you speak about adjoins the reservations?—A. I leased a part of the McCaffery farm, 100 acres. There is 100 acres adjoining the reservation, and I drilled a well on that lease, which was the second well drilled on that lease. The well drilled previous to myself was drilled by Eugene McElwaine, of Bradford.

Q. And when was his well drilled?—A. I think about four or five years ago. He abandoned it, and afterwards I leased the same property and drilled a well within about 900 feet of where the other well was drilled.

Q. And after that you say you abandoned the lease?—A. Yes.

Q. Why?—A. Because I didn't think it would pay. When we abandoned the well it was doing less than 2 barrels a day.

Q. Now, this oil field is regarded as a shallow oil field?—A. Yes, sir; there is no third sand there.

Q. Explain the third sand.—A. Well, it is a development; in fact, the "Bradford sand." It is about 1,050 feet deep. All the developments formerly about Bradford were in the third sand except a few developments about Bradford where they found oil in the second sand.

Q. Up to this time had the second sand been considered good oil territory?—A. Not in the vicinity of the Chipmunk field. The first wells I drilled in the Chipmunk field I drilled to the third sand. I found nothing in the second or in the third sand.

Q. Is the Chipmunk territory regarded as scattering territory?—A. Yes, sir; very scattering.

Q. And what do you mean by scattering?—A. In one place you get a well, and in another you don't.

Q. How near to a good well do you get a poor one?—A. I have had a dry hole within 400 feet of a good well.

Q. In that district have you known dry holes to be less than that distance from good wells?—A. Yes; for instance, the Devonian Oil Company was 150 from the line and I was 150 feet, making 300 feet between, and I got a dry hole.

Q. Mr. Sheridan, as an oil man and from what you know of this reservation land last December, was it worth a bonus and a graded royalty of from one to three eighths?—A. No, sir.

Q. To all the reservation east of Salamanca?—A. I do not know anything about the reservation until you get to South Vandalia.

Q. You know where the Seneca Oil Company's developments are?—A. Yes, sir.

Q. Have you been there more or less during all the time they have been putting down all the wells?—A. Yes; during the drilling of three wells.

Q. Do you know about where they are located?—A. Yes, sir.

Q. Now take that territory with the present development, what do you think it would be worth over a royalty of one-eighth?—A. Not a dollar.

Q. This reservation strip is a narrow strip, is it?—A. I believe so.

Q. And has oil wells adjoining this reservation been put down?—A. Yes, sir; on the south side and also on the east side.

Q. Now, is it your experience that by putting down wells adjoining the lands that it will draw the oil from the lands adjoining?—A. Yes, sir.

Q. Now, for the nation to get the benefit of the oil, is it necessary for them to also put down wells on their lands?—A. Yes, sir; it is.

Q. And are all the developments so far south of the Allegany River on the reservation?—A. Yes, sir; I believe there is one well north of the river; that is, a dry hole.

Q. It is a fact that only a small portion of the reservation adjoining the Chipmunk field is now regarded as good oil territory?—A. Yes, sir.

Q. About how many acres would you comprise in that field?—A. I shouldn't think there would be over 350 acres that I would want to drill.

Cross-examination by Mr. MULLEN:

Q. Are you a member of the Seneca Oil Company?—A. No, sir.

Q. Are you interested in it in any way?—A. No, sir.

Q. At the time you obtained these leases that you speak of it hadn't been tested, had it?—A. No, sir; not within three-quarters of a mile.

Q. After these properties had been developed, and oil found in paying quantities, were not large bonuses paid for lands in that immediate vicinity?—A. Yes, sir.

Q. When was the Donnohue well drilled in?—A. I can't tell exactly, but I think within the last twelve months.

Q. Was it before the granting of the Seneca Oil Company lease?—A. I don't know.

Q. How far is that well from the reservation line?—A. I should judge it was nearly a mile.

Q. Was it a large or small well?—A. Started off well; I don't know what it is doing now.

Q. That was the first large producer in that locality?—A. Yes, sir.

Q. After this Donnohue well came in, it stimulated operations down in that part of the field, did it not?—A. Not to any great extent.

Q. The McCaffery farm, of which you had a lease of a portion, lay between that and the reservation, did it not?—A. Yes, sir.

Q. You only drilled one test well on that lease?—A. That is all; we gave up the lease.

Q. Who owns that lease now?—A. The Horseshoe Oil Company owns a part of it, I think, and Coast & Sons a part.

Q. They bought it after the Donnohue well came in, did they not?—A. Yes, sir.

Q. What bonus did the Horseshoe Oil Company pay for its lease?—A. I don't know.

Q. Don't you know that they paid \$2,000 for it?—A. I don't know anything about it.

Q. And don't you know that Coast paid \$10,000 for 50 acres?—A. I know that it is so reported.

Q. You think he got the worst of it?—A. I know it.

Q. Do you think the Seneca Oil Company got the worst of it?—A. I do, for a fact.

Q. Do you know what their production is?—A. I don't know anything about it, except as it is estimated.

Q. If you don't know what the production is how can you testify what it is worth?—A. I only swear to what I think about it.

Q. You have sworn that the oil territory on the reservation is only about 350 acres.—A. I only know so far as it has been developed.

Q. Don't you know that Shaffer and Davis paid a big bonus for a lease of the McCabe farm?—A. I don't know how much they paid.

Q. Did not the South Penn Oil Company pay about \$5,000 bonus for a part of the McCabe farm?—A. I know they paid something.

Q. Were you ever a member of the Seneca Oil Company?—A. No, sir.

Q. Are you a partner of Mr. Colegrove?—A. Yes, sir.

Q. Is he a member of the Seneca Oil Company?—A. I believe so.

Q. What is the estimated production of the wells the Seneca Oil Company drilled on the reservation?—A. It runs from 7 barrels to 1,100 per day. That is the reported production.

Q. Was it on that basis that you gave your estimate of the value of the property?—A. I have a method of my own of getting at it.

Q. What is your estimate of the production of these wells to-day?—A. My estimate would be about 140 barrels per day.

Q. How many wells?—A. Seven.

Q. There are only five producing wells?—A. Yes, sir.

Q. Then I understand you to swear that a property consisting of 4,000 acres or more, with a production of 140 barrels (estimated) per day from five wells, is not worth any bonus?—A. No, sir; not considering the way they have to take care of the property, and the cost of the production.

Q. Explain why it was that men familiar with the oil business paid such large bonuses?—A. Yes; they thought that they had wells that would start off at 100 to 150 barrels a day and would hold up to that, and the wells haven't held out, and they are pulling out some of those wells at the present time.

Q. As an oil operator, don't you know that an oil well never holds up to its original production?—A. Yes, sir; I do know that.

Q. Oil wells always decline from their first production?—A. Yes, sir.

Q. Then the bonus is not figured on the first production of the well?—A. It is the first showing that tells.

Q. The history of all first-sand oil wells is that they don't hold up like a third sand well; that is a matter of general knowledge among oil men, and has been so for many years. I have no reason to think that these operators who offered these bonuses didn't know that fact. The South Penn Oil Company are practical oil operators, and so are Coast & Sons.

Q. How is it about the Devonian Oil Company?—A. They are practical oil men.

Q. They engage in the business a good deal?—A. Yes, sir.

Q. Don't the Devonian Oil Company give a quarter royalty for a large part of the territory that they operate in that field?—A. Not near the reservation; no, sir.

Q. Don't they give a quarter royalty for a large part of the lands leased by them in the Chipmunk field, so called?—A. I am informed to that effect.

By Mr. ANSLEY:

Q. Isn't the royalty of one-eighth the most profitable part of the oil business?—A. It is.

Q. Is there any expense to that?—A. No, sir.

By Inspector McCORMICK:

Q. Did I understand you to say that Dr. Colegrove is a member of the Seneca Oil Company?—A. I understand he is.

Q. Are you associated together in business?—A. Yes, sir.

Q. What business?—A. Oil business.

Q. If the reported production of these reservation wells, which you say is reported to be from 7 to 1,100 barrels per well a day, be correct, what would be a fair bonus?—A. A quarter royalty and \$500 an acre; from \$250 to \$500 an acre.

G. A. SHERIDAN.

Subscribed and sworn to before me this 3d day of May, 1897, at Olean, N. Y.

P. McCORMICK, *Inspector.*

C. N. SHIPMAN, sworn.

Examined by Mr. ANSLEY:

Q. Where do you reside?—A. Buffalo.

Q. Have you had any experience in the oil business?—A. Several years.

Q. Have you had experience in what is known as the Chipmunk?—A. I have.

Q. Drilled any wells there?—A. Drilled three.

Q. In what part was that?—A. Riverside Junction.

Q. In Carrollton village?—A. It is.

Q. What is the nature of the oil-bearing rock in that field?—A. It is very soft and very different from what is known as the Bradford rock.

Q. And what depth do you find this rock?—A. It varied from 350 to 500 feet; the variation in my three wells is about 60 feet and about 200 feet apart.

Q. Do you know what that indicates?—A. Indicates a very uncertain territory.

Q. What is the depth of the Bradford field?—A. From 1,000 to 1,500 feet.

Q. A uniform sand there?—A. It is so considered; what is known as the third sand; ours is the first.

Q. Do you know where the Seneca Oil Company's operations are?—A. I do.

Q. Is the same where they are operating substantially as you have mentioned?—A. It is.

Q. What would be a fair bonus for that land?—A. I wouldn't pay any bonus for it.

Q. What royalty would you consider it worth?—A. The usual royalty is an eighth; that usually prevails in that country.

Q. Would you consider that, from your experience, all it is worth?—A. Yes, sir; and pretty dear at that, sometimes.

Q. Have you known of wells being put down on the north side of the river on the reservation and bordering on it?—A. Yes; I have known of both.

Q. What is the result of the wells so far on the north side of the river?—A. All very poor; there isn't a good well north of the river.

Q. Judging from the wells that have been put down on the north side of the river, is the land on that side worth developing?—A. I wouldn't put any money in it. I should consider it not worth operating.

By Mr. MULLEN:

Q. Do you know the production of the wells of the Seneca Oil Company?—A. Only as Mr. Vreeland gave it here in his testimony.

Q. You are not very familiar with the exact locality where these wells are?—A. I do know the locality; I have been there.

Q. At the time that this lease was obtained, was not that whole reservation land worth from \$5 to \$15 an acre in the market?—A. Not from anything that was known of it. There had never been any development of it. If I should judge from the limestone region I would say it had run out and there was nothing from the Chipmunk that had reached there. Then there would wells come in good up there, and within 100 feet there would be a dry hole.

Q. And yet oil men were paying large bonuses, were they not?—A. Yes.

C. N. SHIPMAN.

Subscribed and sworn to before me this 6th day of May, 1897.

P. McCORMICK, *Inspector.*

DANIEL E. SHONGO, being duly sworn, testified as follows:

By Mr. McCORMICK:

Q. Where do you reside?—A. Carrollton.

Q. Are you an Indian?—A. Yes.

Q. What is your business?—A. Surveying.

Q. Are you an officer, or have you been one, in the Seneca Nation?—A. My term as surrogate expired at this last election.

Q. Does your position require you to be present at the council meetings?—A. Not necessarily.

Q. Were you present at a meeting of the council in December, 1896?—A. Yes, sir.

Q. For what purpose were you there?—A. I was there to have my papers confirmed.

Q. What papers?—A. It was a petition to the council giving me the privilege to employ labor and machinery on the place where I was to drill.

Q. Had you received any permission to drill?—A. I had the papers.

Q. Where are they?—A. I supposed you had it. It was dated October 19. It was signed by the members of the council, but while they were not in session.

Q. Is any act done by the members of your council when not in session a legal act?—A. There has been, when there are several of them together.

Q. How many of the councilors had signed that paper?—A. Nine.

Q. When they met in council did they refuse to ratify what they had done before?—A. Yes, sir.

Q. Did they give any reason?—A. Well, I think that the reasons were because there were other companies that were offering bonuses and I couldn't offer any, and besides, in my statement to the council on that day I offered to give them the regular royalty, and I told them if they thought the amount of land they had already given me was too large to cut it down.

Q. How many acres did you want assigned to you?—A. Might be 600 or 800 acres.

Q. The land that you wanted and had asked for, did it embrace all the land now claimed by the Seneca Oil Company under their lease?—A. Yes.

Q. But you agreed to cut it down?—A. I saw that my position was in jeopardy, and that at a prior council at Newtown there were many bidders who wanted to get the same ground, and upon considering it I thought that the question of bonus was going to be big, and I realized that, so far as justice was concerned, I would get it; but it was a question of money, and I was in danger of losing it. And that is the reason why I told them they could cut it down to suit themselves.

Q. Was any vote taken on your proposition?—A. Yes.

Q. How did it stand?—A. I think there were about ten who opposed me.

Q. Is it customary among your people to take up for their own use as large a tract of land as that?—A. It is not. I do not know that it is customary, except one instance. I think Walter Kennedy fenced in a large quantity of land on the Cattaraugus Reservation for farming purposes.

Q. Has any Indian, to your knowledge, or has it been a custom among the Indians to take up land for mineral purposes?—A. Not to my knowledge.

Q. Do the laws and customs among your people permit the occupancy of lands for mineral purposes?—A. I understand that whenever the Indians have found any minerals it has been the custom for them not to regard the land question, but just to go there and take it.

Q. Do you know of any case where any Indians have taken up land and worked it for the minerals on it?—A. This was about the first instance. I have never heard of any other. There were no laws or customs for or against it.

Q. Were you present at this council during its whole progress during the three days?—A. I was present until a lease was granted to the Seneca Oil Company.

Q. What day was it granted?—A. I think it was on the afternoon of the third day.

Q. Did you know, or did you hear while in that council or outside, that the Seneca Oil Company had raised their bonus from \$1,000 to \$4,000?—A. No, sir.

Q. When did you first hear that?—A. I think it was just before the granting of the lease.

Q. Did you know that when the lease was granted to the Seneca Oil Company that it was for a bonus of \$4,000 or for only \$1,000?—A. I supposed it was only \$1,000.

Q. Did you hear—were you present in the council all that day—any bids read out by the clerk increasing the Seneca Oil Company bid from \$1,000 to \$4,000?—A. No, sir.

Q. Was the impression among those generally around that the bonus offered by the Seneca Company was only \$1,000?—A. That was the general impression.

Q. Did you hear read by the clerk of the council a further proposition from the Seneca Company that they would give three directors in the company?—A. No; Mr. Vreeland made that proposition orally on the last day of the council.

Q. Was the—could you hear the discussion among the councilmen about these applications?—A. Yes.

Q. Did the question of the Seneca Company's releasing the balance of the lands enter into the discussion?—A. I should judge that it did.

You state positively that the only bonus during the whole time that you ever heard offered by the Seneca Oil Company was \$1,000?—A. I heard just before the vote was taken that there was to be an increase in the bonus by the Seneca Oil Company.

Q. Did you hear what that increase was to be?—A. The increase was to equal the Standard Oil Company of \$4,000.

Q. How did you hear that?—A. The people would hear what we were talking about; they stated to me that there was a proposition made by Mr. E. B. Vreeland increasing the proposition from \$1,000 to \$4,000 to equal the Standard Oil Company.

Q. Do you know or have you reason to believe that any undue influence in the way of money or anything else was offered to the councilors to influence their votes?—A. I heard it there, but I did not know it personally.

Q. Who did you hear say it?—A. I heard Henry Doxtator.

Q. Is he an Indian?—A. Yes.

Q. How old is he?—A. About 30 years.

Q. Did you ask Henry Doxtator how he knew it?—A. He said he saw it.

Q. Is this the only one you ever heard say he saw money passed?—A. He is the only one who has spoken directly.

Q. Have you seen any others who claimed they saw it?—A. No.

Q. Did you see any envelopes passed up to members of the council?—A. No.

Q. Did you see any councilor under the influence of liquor that day?—A. The last day.

Q. How many?—A. Two or three.

Q. Who are they?—A. I think that one was Castler Jahn, and William Jimerson, and Castler Redeye; I don't know but what Wallace Halftown was.

Q. Were these men drunk, or just under the influence of it?—A. No, not drunk; just under the influence of it; what I call drunk is when they stagger around.

Q. Where did they keep this whisky?—A. I didn't see any of it.

Q. Were you in the council room?—A. I was only in the council chamber.

Q. Who told you that they saw whisky?—A. Joel Silverheels, Sylvia Jimerson (she is a woman).

Q. When was this \$3,000 paid out to your people?—A. I think it was a week ago last Wednesday and Thursday.

Q. Have you or your family been paid your portion of it?—A. No, sir.

Q. Why?—A. We think it was paid for the purposes of electioneering, and that it was intended to get the signatures of the people receiving the money so as to turn it up at Washington and claim it was a ratification of the Seneca oil lease.

Q. What proportion refused to receive their portion of the money?—A. I know of only one other family.

By Mr. ANSLEY:

Q. Who was that?—A. Phillip Fatty.

Q. And did you advise them not to accept it?—A. No, sir.

Q. Have you advised members of the nation not to accept it?—A. I think I have upon present contingencies.

Q. You know Castler Jahn?—A. Yes.

Q. You state in a letter to Senator Quay that in July, 1895, you filed a mineral claim in the Seneca Nation's book of records?—A. Yes, sir.

Q. And that you paid the \$1 fee for such filing?—A. Yes, sir.

Q. Who did you pay it to?—A. To the clerk.

Q. Did you ever drill an oil well on this land?—A. Through my permission my friends have drilled a well.

Q. When?—A. I think it was in July or August, 1895. It was on about $1\frac{1}{2}$ of a mile southwesterly from the junction of the railroad—the Bradford branch of the Erie and the Western New York and Pennsylvania railroad.

Q. That was within the village limits of the village of Carrollton?—A. Yes.

Q. Was it within the territory covered by the Seneca Oil Company's lease?—A. If that does not cover the village limits it was not.

Q. Have you drilled any well on the territory covered by the Seneca Oil Company's lease?—A. My friends and I drilled another test well at Chipmunk. The object of the wells was to test the lands. The well was drilled off the reservation at a distance of 300 feet to test to see whether there was any oil on the reservation there.

Q. Did you find any oil?—A. Yes.

Q. Get any oil out of the well; how much?—A. I don't think it was ever measured.

Q. So you never marketed anything from it?—A. No.

Q. So, with the exception of this well within the village limits, you have never drilled any other wells on the reservation?—A. No, I have not.

Q. In this letter to Senator Quay that the Seneca Oil Company chopped down your derrick, etc., where was that derrick?—A. On my lands on the reservation.

Q. Had you dug a well there?—A. I had started.

Q. Is that on part of the land claimed by the Seneca Oil Company?—A. Yes.

Q. Did they destroy the derrick?—A. Yes, sir.

Q. By whose order was it done?—A. The workmen told me it was by the Seneca Oil Company.

Q. When did you put up this rig, prior to the letting of the lease to the Seneca Oil Company or after?—A. I had been at work there some time before November. In fact, I had commenced to work there prior to the 1st of October.

Q. Were you ever notified by any officers of the nation to remove your derrick?—A. No, sir.

Q. Then the first intimation that you had that you were a trespasser was that they cut it down?—A. Yes, sir; it was at Little Valley, and it was on account of the suit by the Seneca Nation to remove my workmen. Before I got home I got information that someone was wrecking my property?

Q. What did you do?—A. I started up when I got back to Carrollton; we started for Chipmunk, and when I got up there my derrick was already down and I went right up to the place where there were some men chopping and told them to hold on, "What are you doing here?" "Well," he says, "it don't make any difference to me"—it was a white man—"I am hired to do this."

Q. Did you ask him who he was hired by?—A. I asked him who hired him. He said the Seneca Oil Company hired him.

Q. Who was he?—A. He refused to tell his name. There also I saw Thos. Patterson, who was carrying the wreckage off somewhere. I saw also Richard T. Jimerson. They are Indians. And I saw Mr. Hoag.

Q. You state your buildings were demolished.—A. There is the engine house, which is about 8 by 10, and then there was the shed running from the bull-wheel to the derrick.

Q. That's all the buildings?—A. Only the ordinary buildings which are necessary at an oil well. I left men to watch there that night. Everything was not wrecked.

Q. Is this on the same territory of which you had asked a lease and had been refused by the council?—A. This is the very same territory in which the council had given me a permit and afterwards refused a lease.

Q. You stated that the councilors had given you a permit, and that the council in session had never given you a lease?—A. Yes, sir.

Q. At the council a few days before this rig was destroyed, did they refuse you a lease of the land where this rig was destroyed?—A. It covers it. I might make the statement that the land where my rig was destroyed—

Q. Was not this rig built, and if the boiler and engine drawn there didn't belong to Mr. Mallery, Mullin, and other Bradford parties to whom he had given a lease which is here in evidence?—A. All the materials belonged to the contractor who I had to drill for me.

Q. Did you hire him?—A. Yes, sir.

Q. Is this well upon the land mentioned in the contract and described in the contract between yourself and Mallery and others, dated November 21, 1896?—A. Yes.

Q. Was the material used for that well shipped to the railroad station in the name of Mallery & Co.?—A. Sometimes it was and sometimes it was not.

Q. Do you mean to state that the boiler, engine, and tools belonged to the contractor?—A. The boiler, engine, and tools were the contractor's and the derrick was mine.

DANIEL E. SHONGO.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector*.

THOMAS SILVERHEELS, sworn and examined, testified as follows:

By the INSPECTOR:

I live at Cattaraugus Reservation, Erie County. I am an Indian. I am a member of the council of the Seneca Nation. I was at the council last December. I went there the second day at noon and stayed through it. There were applicants for oil leases at that council—seven or eight. The council granted a lease to the Seneca Oil Company. I voted for them because they made the best offer.

Q. In what respects were their offer better?—A. We would get the money sooner; we couldn't get any at all from the others. They made the best offer. They agreed to pay down \$1,000. The South Penn agreed to pay \$2,000 down and the other \$2,000 after the lease was ratified by Congress. The Seneca Oil Company were to pay the other \$3,000 as soon as they got oil in paying quantities.

Q. You must have believed that you had oil on the reservation?—A. Yes, sir; I did.

Q. Did you see anybody drunk there?—A. No.

Q. Were you offered any money for voting for the Seneca Oil Company?—A. No.

Q. Did anybody ask you to vote for the Seneca Oil Company?—A. No.

Q. Did it of your own free will?—A. Yes, sir.

Q. How much land do you understand is covered by the Seneca Oil Company's lease?—A. Seven hundred or eight hundred acres, I understand; it wasn't stated. I didn't have any idea.

Q. Did Shongo ask you for a lease that day?—A. Yes, sir.

Q. Why didn't you grant that?—A. We couldn't get anything for it.

Q. Has any of your people ever taken up a mineral lease before?—
A. No.

By Mr. BURDICK:

Q. Didn't the council grant a mineral lease to Walter Kennedy?—
A. No.

Q. What member of the Seneca Oil Company did you talk with before this lease was confirmed?—A. Not any of them, nor with anyone representing them.

Q. Any promises made you of any kind?—A. No, sir.

Q. Have anything to drink while you were up there?—A. No, sir.

Q. Do you drink?—A. Once in a while.

By Mr. ANSLEY:

Q. Did you understand that the Seneca Oil Company was to release from the Barker lease a part of the land?—A. Yes, sir.

Q. And all the land except what was east of Salamanca?—A. Yes, sir.

THOMAS SILVERHEELS.

Subscribed and sworn to before me this 5th day of May, 1897, at Salamanca, N. Y.

—————, *Inspector.*

KING TALLCHIEF, sworn and examined.

By Mr. ANSLEY:

Q. Where do you live?—A. Cattaraugus Reservation.

Q. Do you know Chester Lay?—A. Yes.

Q. How far do you live from him?—A. About 40 rods.

Q. Was you at the council on December last at Shongo?—A. Yes, sir.

Q. Did you see him there?—A. Yes, sir.

Q. On what day?—A. The third day of the council; Thursday.

Q. Was he there the second day of the council?—A. I didn't see him.

Q. You were there the second day?—A. Yes, sir.

Q. Could Lay have been there and you not have seen him?—A. I remember pretty near all that were there. I don't believe he was there.

Q. Was you acting as assistant clerk?—A. Yes, sir.

Q. Have you been clerk of the nation?—A. Yes, sir.

KING TALLCHIEF.

Subscribed and sworn to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. MCCORMICK.

J. M. TAIT, sworn and examined.

By Mr. MULLEN:

Q. Where do you live?—A. Bradford; have lived here twenty-five or twenty-seven years.

Q. State how long you have been operating in oil.—A. Twenty-one years.

Q. About how many wells have you drilled?—A. Somewhere between 100 and 200.

Q. You have bought and sold oil property to quite a large extent?—
A. Yes, sir.

Q. Are you familiar with the Chipmunk oil field?—A. I have been there.

Q. You know where the Indian reservation is?—A. Yes; all I know about the land covered by the lease of the Seneca Oil Company is in a general way.

Q. You may state what in your judgment 4,000 acres of land on the Indian reservation where you understand the Seneca Oil Company have a lease is worth per acre for oil purposes, subject to a royalty of one-eighth up to 50 barrels and a quarter over 50 to 150, and three-eighths over that.—A. I should judge it is worth from \$8 to \$15 an acre; I have paid as high as \$250.

Q. You may state whether or not in view of the developments that have been made near the reservation in December last, what you would consider it worth at that time per acre.—A. I should judge it ought to have sold, take the whole lot, from \$8 to \$25 an acre.

Q. Subject to the royalties that have been named?—A. Yes.

By Mr. ANSLEY:

Q. Are you alone in the oil business?—A. Partially; I am interested with W. L. Curtis and John Patten and John Cochran; then I have between 80 and 90 wells of my own.

Q. Are you interested with anybody else?—A. Yes; the Associated Producers, Wood Kennedy and Curtis and myself in 4,000 acres.

J. M. TAIT.

Subscribed and sworn to before me this 7th day of May, 1897.

P. McCORMICK, *Inspector*.

E. B. VREELAND, examined.

By Mr. MULLEN:

Q. You are a member of the Seneca Oil Company?—A. Yes, sir.

Q. When did you first become associated with that company?—A. In October or November last year; latter part of October or first of November.

Q. What negotiations or dealings did you have in regard to the Barker lease?—A. In company with Mr. Faucher I went to the owner of that lease and purchased it some time in November, 1896.

Q. Paid how much?—A. Two hundred dollars.

Q. Were you present at the meeting of the councilors on December 3, 1896?—A. I was there the 1st, 2d, and 3d.

Q. What was your business there?—A. I was there for the purpose of having the council ratify and recognize the Barker lease as being valid and to prevent the giving of any other lease on the property.

Q. How did you expect to prevent the giving of any other lease?—A. I expected to by informing them that we were the owners of the other lease, and that it would involve litigation; that we were advised by our attorneys that our lease was good without any further action; that the giving of a lease to another company would make a lawsuit, which would tie up the property perhaps for several years, which would be greatly to their injury. I also expected to secure it by offering the additional voluntary inducements to recognize our lease. By all of these means I expected to show them that it would be to their benefit to recognize the Barker lease.

Q. Name the attorneys who advised you the Barker lease was a valid lease.—A. Judge Vreeland, my brother; Mr. C. A. Maxson, of Washington, a man of wide experience in those matters; Hon. J. F. Whipple, of Salamanca, a man of a good deal of experience in Indian laws; Hon. C. D. Davie, surrogate; John Inman, attorney. That is all.

Q. You consulted all these gentlemen as attorneys?—A. We had their opinion.

Q. You left certain inducements with the councilors to vote for your lease?—A. Yes, sir; I offered to release the Barker lease, covering 55,000 acres of land; I offered the council, if they passed a resolution recognizing our lease, I would release all but about 4,000 acres of the 55,000; I also offered to pay the \$1,000 in cash. On the last day of the council I sent up a written statement offering \$3,000 additional in case oil should be found on the property in paying quantities. I also offered other inducements—I told them if we secured the lease, so far as possible we would give the Indians work on the lease in preference to others—cutting wood, etc.—which we have done, having paid them over \$1,000 since we took the lease. That is all the inducement we offered them.

Q. What was your object in releasing some of the land covered by the Barker lease?—A. Because I found on talking with the councilors that they had a great prejudice against having all their land covered by this lease, especially the cultivated part of it; we didn't consider it valuable for oil purposes; principally to meet this prejudice that I found in the nation against having all their land covered by the lease.

Q. There were individual Indians who had cultivated portions of this land that you took a lease of?—A. There were a few. Our lease protects their interests.

Q. Who pays out the money for the Seneca Oil Company?—A. I do the most of it; the man on the lease pays out some. I am treasurer of the company.

Q. Who is this man that pays out the money on the lease?—A. J. S. Glenn.

Q. Is he a member of the Seneca Oil Company?—A. He is not.

Q. Who composes the Seneca Oil Company?—A. A. T. Fancher, John P. Colegrove, Mrs. Eva Hubbell, and E. B. Vreeland—that is all.

Q. How do you pay out your money for expenses connected with getting this lease and running expenses?—A. Since we have got organized we have been paying it out by check.

Q. Did you make any payments in cash?—A. Yes; we paid cash this morning.

Q. How much did you pay to the Indians for this lease outside of the bonus which is offered in your contract?—A. I didn't pay any.

Q. You didn't pay any Indian councilor a dollar?—A. No, sir; not to induce him to vote for us.

Q. Did you pay them a dollar for any purpose?—A. I don't remember paying a dollar. I have been in negotiations with the Indians for a good while, and some of them have often approached me for a small loan or something, and I have paid out to them in that way perhaps several hundred dollars.

Q. How much money did you pay out to them in the year 1896?—A. To the members of the Seneca council? I don't remember letting any of them have anything during the year 1896.

Q. Did you give anybody money or instruction to pay money for you or in your behalf to these Indians?—A. No, sir.

Q. Do you know whether or not money was paid to them?—A. No, sir; I do not. I heard during the council a gentleman named John H. Clark, representing the Emery Oil Company, wrote a letter to the president offering him some inducements.

Q. Did you see the letter?—A. Yes; I saw it.

Q. How did you make your bid, orally or in writing?—A. My first

bid I made orally. I had the lease read through by the clerk in full, so that they might know exactly what its terms were.

Q. What was that bid?—A. That bid was the provisions of the lease, together with \$1,000 in cash upon the passage of the resolution, also a proposal to release the land I have spoken of before; I afterwards made that proposition in writing, so they would know it would be binding; on the third and last day of the council, after the noon intermission I sent up in writing to the clerk an additional bid of \$3,000 if oil should be found.

Q. That was a better offer, was it not?—A. We thought we were raising it some.

Q. Your last bid was made secretly, was it not?—A. It was sent up in open council and handed the president.

Q. Did you ask the councilors to suppress your bid?—A. I did not. The first bid was made openly in the presence of many of the gentlemen here; the second one was handed up to the clerk by an Indian and I didn't exchange a word with them.

Q. Did you state to J. R. Jewell, Indian agent, in the presence of Mr. Ansley and others, that you had paid money to the councilors to suppress the amount of your bids?—A. I never made any such statement to him in the presence of anybody on earth. There was no intermission after I sent up the bid until they voted on it.

Q. Did you open a book account at the time the Seneca Oil Company was organized?—A. No, sir.

Q. Have you got an account now showing your disbursements and receipts?—A. Yes, sir.

Q. Can you produce that here?—A. Yes, sir; I will consult with other members of the company, and I will if they assent to it.

By Mr. ANSLEY:

Q. Have you got a copy of the statement that you sent up to the council?—A. Yes, sir.

Q. Have you got a copy of the resolution that they adopted?—A. Yes, sir.

Q. Was there any intermission of the council from the time you sent up your bid in writing until they voted on it?—A. There was not, nor did I speak during that time to any member belonging to the Seneca council.

Q. During the three days you were there did you see any members of the council under the influence of intoxicating liquors?—A. No, sir; not one of them belonging to the council.

Q. Did you or any member of the Seneca Oil Company, to your knowledge, furnish to any member of the Seneca council any intoxicating liquor?—A. Not a drop; there was nobody there representing us who gave them anything.

Q. Where was this council held?—A. Three miles from here, at Shongo, in the upper story of their council house. The stairs went up from the outside.

Q. Was there white people there who had other business with the council?—A. Yes, sir; a great many of them. Men were there seeking leases in the village limits.

Q. Was Daniel Shongo there?—A. Yes, sir.

Q. Did he make an application for a lease?—A. Yes, sir.

Q. State what there was about that.—A. I can't state very much in detail, it was in Indian. He made an application orally before the council asking for a lease; I was told his application was for 1,200

acres adjoining the developed oil field; that he had, as he claimed, Bradford men behind him who were going to develop it. I am informed by members of the council that he offered no bonus and no royalty.

Q. During the negotiations, who is the attorney for the Seneca Nation of Indians?—A. Mr. M. T. Jenkins.

Q. Was he present during that council?—A. He was.

Q. Do you know the fact that it is his business to advise the councilors?—A. Yes, sir.

Q. And to bring all actions and defend all actions?—A. Yes.

Q. Mr. Mullen called your attention to a conversation with Mr. Jewell. Do you remember what was said in that conversation?—A. I can state in general what was said.

Q. What was the remark that I made?—A. Mr. Ansley said that when he put in the second bid for the Standard on the second day the Eastern Oil Company would go up and look at it, and he said he gave the clerk a dollar not to disclose their bids to them.

Q. Have you got the production of the wells that have been drilled on this lease?—A. Yes, sir.

Q. Do you know what the average daily production has been?—A. I can show it exactly; I don't know that I can now. Up to the present time the average daily production would run about 100 barrels.

Q. How was that oil run?—A. It is run in the United Pipe Line, National Transit Company.

Q. What proportion is run to the Indians?—A. One-eighth is run to them.

By Mr. INSPECTOR:

Q. Where do you reside?—A. Here in this town.

Q. What is your business?—A. I am president of the bank.

Q. You are a member of the Seneca Oil Company?—A. Yes, sir.

Q. Is your company incorporated?—A. No, sir.

Q. Who is the president?—A. Mr. Fancher acts as president. It is a private partnership. The firm name is Seneca Oil Company.

Q. Does this Shongo lease, or what he claims, embrace all of your present lease?—A. Yes, sir; exactly the same line, everything east of the Salamanca boundary line.

Q. Can you approximately give me the number of Indians that reside within those lines?—A. I should say perhaps six or seven families. In the part of it where we think there is oil there are only two families.

Q. Did you, before you sent up your bid in writing, have any consultation with any member of the Indian council or of any of the particular friends as to the nature of that bid?—A. The last bid I did not. I talked with all the councilors that I could and tried to impress them that our bid was the best; but in raising our last bid I had no talk whatever with them, and it was done while they were in session.

Q. Did any member of the council or any of their particular friends, during the session of this council, at any time advise you or intimate to you that it was best to raise your \$1,000 bid?—A. I was told what the bids were—those that were not stated publicly. There was no talk. Mr. Hoag, the president, and others that I am acquainted with said that they would like to give us the preference; that they would prefer to give us the bid, because they were acquainted with us, but that we must give the best bid.

Q. Who did you get your information from as to what the other bids were?—A. The first bids were well known.

Q. What Indian told you of the bids?—A. My information as to the

Standard's last bid was obtained from a member of the Eastern Oil Company that was there. I didn't get the information from an Indian. Mr. Hoag said they would give us the preference, but we must put in the highest bid.

Q. Mr. Hoag told you that he wanted to give your company the preference. What was the nature of this conversation with Mr. Hoag?—A. I talked with these Indians and endeavored to tell them that our bid was the best—I did with the president, and during that conversation Mr. Hoag said he would prefer to give us the preference, but we must offer as much as anybody else, or more.

Q. Were these supposed to be secret bids?—A. No, sir; their proceedings were in Indian, and we couldn't understand.

Q. You stated that neither you, nor any member of your company, nor any of your agents, at any time offered any inducements in the shape of money to these councilors outside of the bonus and the release of some of the land?—A. Yes; and the work that I have spoken of—no money whatever.

Q. During the progress of this council for three days, did these councilors come to the town of Salamanca at night?—A. Perhaps some of them did. I saw some of them around here in the evening.

Q. You don't know whether they came here and were under the influence of liquor?—A. No, sir; I did not see a member of the council under the influence of liquor during the council at any time.

Q. What day of the month and year was your lease signed?—A. On the 3d day of December, 1896.

Q. What hour of the day?—A. Not later than 8 o'clock in the evening.

Q. Where was it signed?—A. At the house of the president. The president and clerk both live near the council house. We asked the clerk if he would bring his books to the president's house so that we might finish the papers before we came home. He brought them over there. We sent a horse up and had Judge Vreeland come down, knowing that they had confidence in the papers he would draw. He drew the release to the nation that we had told them we would give them, and the resolution and the papers were signed. We then came home, getting here about half past 9, and I attended a meeting of the board of trade after I got home.

Q. Is any man or woman, directly or indirectly, outside of the names you have mentioned, interested in the Seneca Oil Company?—A. Mr. Glenn, the superintendent on our lease, I suppose is interested with Mr. Fancher, but I don't know it.

By Mr. ANSLEY:

Q. I show you a copy of a paper and ask you if that is a copy of the Barker lease?—A. Yes, sir.

(Offered in evidence, received and marked "Exhibit No. 1.")

Q. Have you got a copy of the assignment of that lease to you?—A. I will bring over the copy and will produce the original for comparison.

Q. Does this paper contain a copy of the proposition which you made to the council and the resolution of the council and release by you to the nation?—A. I think these are correct copies of the papers I presented to the council.

(Offered in evidence, marked "Exhibit No. 3.")

Q. The action of Congress that you were trying to procure was to ratify this resolution?—A. Ratify the action of the council embodied in that resolution.

Q. About how much money has the Seneca Oil Company expended upon this lease since it was procured from the council?—A. We have

expended a good deal that wasn't on the lease. I should say that upon the lease itself we have expended \$12,000 or \$15,000 on the lease.

Q. How many oil wells have you drilled?—A. Eight.

Q. How many of the eight are producing wells?—A. I believe five of them.

Q. Have you the production here with you?—A. Yes, sir.

Q. State the daily production of these wells since they commenced operating them?—A. The total production up to and including April 30, exclusive of royalty, one-eighth, is 6,527 barrels.

Q. From what date?—A. The first credit was January 20, the first well came in January 10; I think that is 110 days; that is exclusive of the eighth royalty, that would be seven-eighths of the total production.

Q. What do you make the daily production?—A. Including the royalty it would be 7,456. The average daily production during that time would be 67 barrels and a fraction.

Q. Did you make these figures from the statements from the Pipe Line Company?—A. I did.

Q. Has the \$3,000 provided for in this statement been paid to the Indians?—A. Yes, sir.

Q. And the \$1,000?—A. Yes.

Q. And has it been distributed among the nation?—A. It has.

By Mr. STONE:

Q. You have testified about the production of these eight wells from the Pipe Line statement; have you any objection to these Pipe Line statements being put in evidence?—A. I don't want them carried away.

Q. Can you state from recollection or by computation what the present daily production of the eight wells taken together is?—A. Three of them are not producing.

Q. State what the present daily production of all the wells that are producing is taken together.—A. The average daily production for the month of April was 70 barrels a day.

Q. That was from the five wells?—A. Yes, sir.

Q. Were they all producing at that time?—A. Yes; excepting as they might be closed for a day to clean out.

Q. The oil being produced from these wells now, on account of controversy as to the title, is being run to the disputed account?—A. The oil now being produced is run to the National Transit Company under a bond both for our production and for the Indian production, because, as their attorney has stated, it hasn't been ratified by Congress.

Q. For the reason that the production has been in controversy and you have not been able to make sale of it, the wells have not been allowed to produce their full or normal capacity, have they?—A. Yes, sir; produced every barrel from them that we could.

Q. Was not the production of one of these wells rated at a thousand barrels a day when first struck?—A. It was rated at 800 barrels for the first twenty-four hours. It didn't produce that amount.

Q. How much less was it for the first day?—A. The well since it first came in—I guess the production the first day was about 500 barrels; the second day was less than 100; to-day it isn't producing anything excepting salt water.

Q. State whether or not you have been offered \$12,000 for an interest in this property?—A. No, sir.

Q. Have you received an offer for this?—A. I don't now remember of any offer. Mr. Fancher has been working hard to sell a small interest.

Q. How large an interest?—A. I think a sixth interest.

Q. What was the price?—A. His asking price was \$8,000 or \$9,000.

Q. What was his offer?—A. I don't think anybody has made him any definite offer.

Q. He has been trying to make sale, as you say?—A. He did a while ago.

Q. The Seneca Oil Company is a corporation under the laws of the State of New York, is it not?—A. No, sir.

Q. How were you authorized to make the propositions for the Seneca Oil Company which you have put in evidence?—A. The first proposition of \$1,000 on the passage of the resolution we talked over before the council met; that was what we were willing to give them to avoid any litigation. The last proposition, raising our bid \$3,000 additional, I talked over at night with the members here when I came back from the council, and they left it to my judgment as to how much we would pay in addition—a partnership the partners would be bound by the action of one of them.

Q. Did the offer of \$3,000 secure an acceptance of the proposition?—A. I am unable to state the controlling reasons; I should say that was important in securing an acceptance; I think that more than anything else the release of the land secured it.

Q. When did you make the offer to release the land; was that in your first offer?—A. I think so.

Q. If you considered the offer to release, together with the offer of \$1,000, sufficient to secure the majority vote of the council, why did you increase your offer to \$4,000?—A. Because the next day after I made that offer both the Eastern and the Standard increased their offers.

Q. What were their offers?—A. The offer of the Eastern Oil Company was to pay \$3,000 bonus and one-eighth royalty, provided their lease was ratified by Congress; the offer of the Standard Oil Company as raised was to pay \$2,000 in cash and \$2,000 addition if their lease should be ratified by Congress, for 55,000 acres of land about. The Producers Oil Company made an offer of \$3,000 conditional upon the ratification by Congress; that was upon 55,000 acres. All of the other leases, excepting the Seneca Oil Company and Shongo's, were for 55,000 acres. Shongo, a Seneca Indian, made a verbal proposition asking for about 1,200 acres lying next to the oil developments, as I understand, without an offer of any bonus or royalty. There were other scattering bids, but those, as I understood, were the principal bids before the council.

Q. The only cash offer in excess of yours was that of the South Penn Oil Company, was it—\$2,000?—A. That is all I know of or heard of.

Q. Wasn't there an offer made on the part of Mr. Barnsdall, on the part of Mr. McElwaine?—A. I remember an offer being put in by some gentleman of that name, or for him.

Q. What was it?—A. My recollection is it was \$3,000, but was conditional either upon finding oil or being ratified by Congress, as I understood it.

Q. You didn't consider it probable that Congress would ratify any of these other propositions, did you?—A. No, sir; I didn't.

Q. Then notwithstanding the improbability of such ratification, and notwithstanding all these other propositions, except that of Shongo covered 51,000 acres more than yours, you considered that there was some danger of an acceptance on the part of the council of the offer which contained a larger cash consideration than yours, unless you

added something to your proposition?—A. Without a doubt I shouldn't have raised it if I didn't think it was necessary.

Q. How was that offer made increasing your bid?—A. It was made in writing and sent up to the clerk of the council while they were in session by an Indian, I think it was the marshal.

Q. A memorandum written by you at the time, wasn't it?—A. Yes, sir.

Q. You knew exactly what these other propositions were at the time, as you do now?—A. Yes, sir; I was pretty well posted.

Q. From whom did you learn them?—A. I couldn't state positively whether Mr. Fancher told me of their last raise, or whether a member of the Eastern Oil Company.

Q. Who of the Indian officers or council informed you in regard to the propositions that had been submitted?—A. I think with regard to the propositions I talked with Mr. Hoag.

Q. He laid these propositions before you?—A. I didn't see any of them; he stated the amount. Everybody seemed to know them.

Q. When did you send up the final proposition?—A. The third and last day.

Q. You have stated that the council was then in session?—A. Yes, sir.

Q. Did you learn of the amount of the increase of these other propositions from Mr. Hoag during the session of the council on that third day?—A. I had no conversation with him at all; this was twenty-four hours after the bids of the Standard and Eastern were raised before the bid of the Seneca Oil Company was raised.

Q. When, on the third day before the session, and where did you have a consultation with Mr. Hoag?—A. I really can't say the particular spot, but the most of the talk I had with Mr. Hoag was right in the council room.

Q. With what other member of the council did you have a conversation about the bids and about the acceptance of your proposition?—A. I talked with nearly all the members of the council during the three days about the acceptance of our bid.

Q. You found a majority of the members of the council in favor of the acceptance of the \$2,000 cash consideration offer?—A. I don't know as I said anything to lead you to understand it.

Q. Did you not say that you added \$3,000 to your offer because you apprehended an acceptance of the \$3,000 proposition?—A. I added that because I thought they might accept it.

Q. What reason had you to think so?—A. Because it was a bid that might be considered fully as good or better than the first bid we had put in.

Q. How did they consider it?—A. They are quite noncommittal about their opinions of the bid; they said it was a good bid. Of course I argued to them that our bid was better, but I didn't know that they considered it so, and I raised ours. We went to the last cent that we were willing to put into it.

Q. Is this typewritten copy which you have put in evidence a true copy of the memorandum that you handed up on the 3d of December?—A. I think it is an exact copy; there might be a word changed.

Q. What reason have you for thinking it may not be a true copy?—A. I say I think it is a true copy.

Q. How long after this increased proposition was handed up before a vote was taken?—A. This same afternoon, maybe an hour and a half, but before there was any recess, if I remember.

Q. There was a recess after this proposition was handed up?—A. I don't remember any; no, sir.

Q. But you are not positive about it?—A. I swear positively that my recollection is that there was no recess.

Q. You have referred to a recess as having occurred that afternoon?—A. I think not.

Q. Did you not say it might have been an hour and a half before any recess was taken?—A. I think not.

Q. What did you mean by saying it was before recess if there was one?—A. I don't remember saying any such thing. I think the question was asked this forenoon if there was a recess and I testified there was none after our proposition was put in.

Q. Your offer of \$2,000 additional was contingent upon finding oil in paying quantities on this land, was it not?—A. Yes, sir.

Q. When did you find oil in paying quantities on it?—A. I think January 10 was the first oil we found.

Q. But the \$3,000 referred to and in consideration of which you obtained, as you think, an acceptance of this lease was not paid by your company until the bill for the ratification of the Barker lease, under which you claimed to hold, was held up in Congress, was it?—A. We paid the additional \$3,000 about the middle of April.

Q. Your bill was then pending in Congress, was it not?—A. Yes, sir.

Q. It had then been objected to both in the Senate and House, had it not?—A. I don't understand you.

Q. Can you explain why you did not pay this \$3,000 when it was due to the Indians?—A. When was it due? They were satisfied to wait until the time we did pay them; entirely a matter between the Indian council and ourselves; we paid \$2,000 cash immediately on the execution of the papers.

Q. What was the production of that well for the first twenty-four hours?—A. I desire to say that in this field many wells have been found which would start off with what looked like a paying production, but they would rapidly dwindle down, and at the end of a few days or a week or two weeks they would cease to be paying wells.

Q. Is that well still producing?—A. It is.

Q. State exactly or approximately what its production was for the first twenty-four hours.—A. I think 50 or 60 barrels.

Q. A well producing from 3 to 5 barrels is considered a paying well in this district, is it not?—A. This is entirely different from the Pennsylvania field; this is shallow territory, oil being found at a depth of 350 to 550 feet. Many wells start off rapidly, but dwindle down to nothing, and it can not be compared to the Pennsylvania field; I desire to say further that this field is still too new to determine whether any of these wells that are situated in it will last three, four, or five years, one reason that has made property there much cheaper than in other sections.

Q. The production of oil from all these districts of Pennsylvania and New York goes into the same market and brings the same price, does it not?—A. Yes, sir; very many of the best oilmen still distrust this field and say that it won't hold out.

Q. A well producing from 3 to 5 barrels anywhere in the United States accessible to pipe-line transportation and market is considered worth operating, is it not?—A. As long as you can produce that amount. Not one well, but a lot of wells together.

Q. You wouldn't abandon a well of from 3 to 5 barrels, would you?—A. If I had one well producing that and no other it wouldn't pay.

Q. How large a well would you consider a paying well if connected with pipe-line transportation?—A. A well producing 2 or 3 barrels in this territory we would operate as long as it did produce.

Q. As a matter of fact, after completing well No. 1 you did connect it up to pipe-line transportation and operated it, did you not, and there-upon drilled, one after another, seven additional wells?—A. We drilled well No. 2.

Q. After the completion of No. 1 you proceeded to drill seven additional wells?—A. Yes, sir; we drilled seven more wells. No. 2 that we drilled was entirely dry, situated in as good a location as we could select, No. 3 was dry, and the production from No. 1 had fallen off very rapidly. We still considered it an open question as to whether it was producing territory or not in paying quantities.

Q. You paid Mr. Hoag, did you not, for his services in assisting you in obtaining the acceptance of this lease?—A. No, sir; he was not paid directly or indirectly by our company.

Q. Did he receive any money from you or from your company during the period of these negotiations, or since then?—A. We have paid him considerable money since then.

Q. In consideration of these leases?—A. No, sir.

Q. The money you have paid him since was for labor performed?—A. No, sir. Mr. Hoag has a boarding house at Chipmunk and quite a number of Indians working on the lease have boarded with him, and we have paid him whatever their board amounted to.

Q. You said that you did, as an inducement for the acceptance of this lease, offer employment, and that you had since paid something like \$1,000 for employment?—A. I did. I told them that we should give the Indians preference for any work we had to do.

Q. Was the location of Mr. Hoag's boarding house in pursuance of that offer? What work have you paid for?—A. We have about 1,000 cords of wood chopped by the Indians and paid them for it.

Q. Who furnished this wood; to whom did you make the payments?—A. We paid the different Indians who cut it.

Q. What Indians did you pay? Have you a book account of it?—A. Yes, sir.

Q. Did you bring up your books?—A. No, sir. I am entirely willing the inspector should look over them and all through them, but I am not willing to exhibit them here in public.

Q. Then you decline to produce your books of account and checks and receipts showing disbursements on account of this lease in aid of this investigation?—A. I didn't say so.

Q. You decline to produce them for the purpose of enabling a cross-examination of them?—A. I offer just what I proposed.

Q. You decline to produce your books and checks and receipts in order that you may be examined in regard to them?—A. I decline to furnish our books and receipts to Mr. Shongo's attorney.

Q. Is that all the answer you have to make to it?—A. That is all the answer I have to make.

Q. Do you object to this examination?—A. Not at all, sir.

Q. You will produce them for such purposes as he deems necessary?—A. I will produce them for his inspection, and his only.

Q. When and to whom was the \$3,000 paid?—A. Paid to E. F. Jamison, treasurer of the Seneca Nation.

Q. Are these papers that you have produced and put in evidence under one cover as your proposition the only evidence of contract between you and the nation regarding this lease?—A. No, sir; we have

the certificates signed by the clerk and the president in pursuance to the action of the council.

Q. The original to these papers are the only evidence of any contract between you and the Seneca Nation?—A. No, sir; we have a certificate signed by the clerk and the president, carrying out the instruction of the council.

Q. The papers, of which you have put in evidence copies here, purporting to be propositions on the part of your company, are the only instruments of writing relating to this transaction which have been in any manner executed on the part of your company, are they not?—A. There are several other important papers our company has executed—two checks for \$4,000, one of \$3,000, and one of \$1,000.

Q. That is all?—A. These propositions here, and the lease which has been put in evidence here, and these checks is all I recall now.

Q. You have said, have you not, that such affidavits as have been made and published, purporting to have been made by members of this Indian nation regarding these transactions, could be obtained on this reservation at the rate of 25 cents a bushel, or words to that effect?—A. No, sir.

Q. What have you said in that regard?—A. I have stated that there are a certain class of affidavits that could be procured among the Indians here at about 25 cents a bushel. I had in mind an affidavit made by one Sylvia Jamison.

Q. That affiant is a member of the Indian nation?—A. She is.

Q. Then I understand you, in substance, to say that you regard the members of the Indian nation as open to perjury for a small consideration?—A. If I said I could procure white affidavits for a dollar apiece that wouldn't be understood that I could procure the affidavits of these gentlemen, would it?

Q. If you regarded the people of this nation as so venal and corrupt and open to bribery, did you not think it might be necessary, in order to obtain an acceptance of your proposition in the face of competition, to offer to the members of that council, directly or indirectly, some pecuniary consideration in addition to that that was in your proposition?—A. I say that a great many of these Indians are unable to read and write. A man like Daniel Shongo—cunning, unscrupulous man—can go around among these Indians and get them to sign any paper he likes—they not understanding what they are signing—as he has done with a good many of these papers that are printed there. The woman Sylvia Jamison was procured to sign an affidavit under an offer of payment from him of \$2.

Q. I understood you to say, in substance, that such venality as you have just described is quite current among people of this nation?—A. What I mean to say is that a paper brought in here with signers does not indicate anything. They are told that they are signing something else.

Q. Propositions made on the part of the Eastern Oil Company and the other companies were not presented and considered on the 3d day of December, when yours was presented, were they?—A. The propositions of the Standard and Eastern Oil Companies were presented on the first day of the council; their second bids were presented on the morning of the second day of the council. They were considered by the Indians, to the best of my knowledge, all the time that they were before them.

Q. When did your negotiations begin with the Indians?—A. We went over to the council that was held on the Cattaraugus Reservation,

but they adjourned before we got there; so that the first presentation of ours was at the adjourned council down here.

Q. Before you attended any council meetings, as well as during the negotiations, did you not solicit the support of members of the council in favor of the proposition?—A. Not prior to the first. Between the first and the second, I think, I saw several of the members that were here in town and explained to them that we had purchased the Barker lease and should make application to the council to have it ratified.

Q. In those conversations did you explain to the members of the council that the Barker lease, which you held, was valid?—A. I told them that I considered that it was good.

Q. And that all you wanted was an approval of the assignment?—A. I have stated all I can remember I said to them; I can't remember any of the councilors I saw except the president, but I think I did see two or three of them and told them that we should be before the council asking approval of the lease that we held.

Q. Then you relied upon the support of the president, Hoag?—A. We hoped to have the support of the president. We were very anxious to have the support of the president. I had no reason to, except that I had dealings with him for a good many years, and I hoped my dealings were such as to make him friendly to us.

Q. He was under obligations to you?—A. No, sir.

Q. You had been friendly to him?—A. Yes, sir.

Q. You had assurances of his support before you went into the council?—A. No, sir; he is a man that says very little; he will listen to what you say, but what he believes he keeps to himself largely.

Q. In addition to the \$4,000 offered, do you know of any money being paid to secure the acceptance of the proposition of your company?—A. Yes.

Q. State what you know in that regard.—A. There is a man named Walter Jamison living on the other reservation who is a man of some influence among the Indians, and I paid his expenses over here to go over and work in our behalf. The Standard also had men outside of the council, individual Indians, who were working for their lease; that is the only one I think that we had.

Q. You mean that they had men under pay?—A. I supposed they paid them.

Q. You so understood it at that time?—A. I took it for granted that they paid them; entirely regular and all right. I know Harrison Half-town was working for the Standard.

Q. How much did you pay Mr. Jamison?—A. I think we paid his expenses for coming over and \$5.

Q. Did you pay him?—A. I don't know whether I paid him or Mr. Fancher paid him; I don't know as we gave him anything but his expenses; he was coming over to the council anyway. He was not a member of the council. It was necessary to have someone who could understand Indian and to interpret to us what was being said by the council.

Q. Had you ever employed him for such purposes before?—A. No; never had occasion to; never was after a lease before.

Q. Did you engage him after the first council?—A. No, sir; never engaged him at all; he was over here and I told him if he would do all he could to advance our interests I would pay him.

Q. Did you have any other help of that kind?—A. I should have said Walter Kennedy. I had no other Indian attorneys.

Q. Did you have any other Indian help?—A. Yes, I did; there were

quite a number of Indians down there who were friendly to us, but we didn't pay them anything to help us. We had no other help.

Q. What were his expenses that you paid?—A. I couldn't say; I should suppose that his fare and meals might have amounted to \$3 or \$4.

Q. How did you pay him?—A. I don't remember whether I paid him or not; I don't remember whether I paid him or Mr. Fancher.

Q. Who else was interested in negotiating for your company?—A. Nobody excepting Mr. Fancher and myself.

Q. What did Mr. Fancher have to do with these negotiations?—A. He was there talking about what we would do and the bids we put in; I consulted with him about what we should be willing to bid.

Q. What was the capital of the Seneca Oil Company—what was it when you started?—A. There never was any capital fixed; the Seneca Oil Company have no other lease except this one; some of the members are interested in other leases, but the company has no other lease.

Q. The company itself is not engaged in other business excepting that of this lease?—A. No.

Q. It was organized for the purpose of procuring and operating this lease, was it not?—A. Yes, sir.

Q. Was it organized under written articles of agreement?—A. We expected to have some if we got the lease, but we have been too busy since to draw up any.

Q. There are no articles of copartnership between the members of the Seneca Oil Company?—A. No, sir.

Q. Do you have any form or organization; have you elected officers?—A. No; officers exist under a corporation, this is a firm.

Q. There are no defined duties respectively between you, then?—A. No, not any rigid duties to perform. I pay out the money and receive it; Mr. Fancher and Dr. Colegrove attend to the field operations, and no agreement about their putting in their time at that.

Q. You have acted as treasurer for the Seneca Oil Company from the beginning?—A. Yes, sir.

Q. How much money has been contributed by the partners toward the enterprise?—A. I do not care to go into that; that information is open to the inspector, but not to the public at large.

Q. Do you decline to testify as to how much money you have paid out and to whom?—A. I have nothing to add to my former statements.

Q. Have your disbursements been made by check?—A. I have said all I wish to about that; the information is all at the disposal of the inspector.

Q. Do I understand you to decline to answer any further questions?—A. I don't remember saying any such thing.

Q. You simply propose to discriminate yourself as to what questions you shall answer?—A. No, sir.

Q. With Mr. Hoag, have you had pecuniary transactions prior to the council meeting of December 3?—A. I think that Mr. Hoag sometimes during the last few years has occasionally borrowed \$25 at the bank where I am interested; I don't remember any personal transactions with him.

Q. You can not now say positively whether you have had such personal transactions?—A. I am able to state positively that I don't remember any.

Q. If you wished to remember them, could you do so?—A. I don't understand that memory is an act of wishes.

Q. What bank are you connected with?—A. Salamanca National Bank.

Q. In what capacity?—A. President of it.

Q. Mr. Hoag is a depositor at that bank?—A. Sometimes he has had a little money there.

Q. He has obtained considerable loans at that bank; hasn't he, though?—A. No, I think not.

Q. Did he give a note for the loans he obtained?—A. Sometimes. I think during the last five years he has had two or three transactions of \$25 or \$30 each.

Q. When, in fact, did those transactions occur?—A. I couldn't say.

Q. When was the last one, before or since the council meeting of December 3, that he has borrowed money?—A. I couldn't say.

Q. How long before or after that council meeting did he make such a loan?—A. I remember his making such a loan about five years ago; I could not state positively whether he has put a note in there since the council meeting or not. His credit is good for a small amount.

Q. What promise did you make to Mr. Hoag personally to secure his acceptance to the proposition?—A. I went over my conversations with Mr. Hoag. There were no promises.

Q. Did you not give him some assurance that he could obtain a loan at the bank whenever he liked?—A. No, sir.

Q. Didn't he give some time to securing the acceptance of this lease?—A. Not that I know of.

Q. Did he do nothing to assist you in securing it?—A. I understand he did.

Q. Did he see any of the members of the council for you?—A. Not that I know of.

Q. Did you ask him to see them?—A. I didn't.

Q. Did he have the custody of these propositions?—A. I think not; I think the clerk had them; they were given to the clerk by us.

Q. Who acts as secretary for the Seneca Oil Company?—A. We have none.

Q. Have you any record whatever of your business except that which is contained in book account?—A. No.

Q. Who keeps the books?—A. I keep them, what there is to keep; they are not very extensive.

Q. Do you keep records of all the receipts and disbursements of the Seneca Oil Company? Do you decline to say whether the books are true or not?—A. He can have them for what they are worth.

Q. State whether the books are true and correct, or otherwise?—A. I have said all I shall about the books.

By Mr. ANSLEY:

Q. Did you get the opinion of Judge Daniels, who is a member of Congress from the Erie district, as to whether this lease—this Barker lease—was forfeited or not?—A. Yes, sir. The land up there borders all along on other oil-producing land; the sand in that field where the oil is found is soft; that in our opinion oil is drawn quite a distance through that sand; that if a lease were given to some other company (the matter was in the courts two or three years for decision) and a line of wells should be put along the border of the other territory, we thought the lease would be of very much less value; besides, the expenses of such litigation.

Q. About how wide a strip is the developments where your wells are?—A. It is a very long border. The line of our land where it borders

on other territory is very long and very narrow, and that, in my opinion, wells on this line would draw the whole distance.

Q. And all the wells on the south side of the river that you have drilled?—A. Yes, sir.

Q. And is oil found on the north side of the river?—A. Not in paying quantities; all been failures that have been drilled there.

Q. What proportion of this is on the north side of the river?—A. Following the reservation down the river it is about half and half; half on the north side and half on the south side, and the oil is all on the south side.

Q. Mr. Hoag—is he a thrifty farmer?—A. Mr. Hoag is considered by the people around here to be the most thrifty Indian around here; has a family and a farm stocked and lives comfortably. He is the only Indian that ever borrowed money at our bank except one named Harrison Halftown. We have lent him a small amount since the meeting—a small note, \$10 or such a matter.

Q. Is he educated?—A. Yes; he can figure and write and read well. Q. Does he own a house and lot in this village?—Q. Yes, sir.

Q. What is the value of that property?—A. He owns a house and lot across the river worth, I think, \$2,000; but I don't think it is paid for.

By Mr. STONE:

Q. You have referred to the Standard; did you mean the Standard Oil Company?—A. Yes, sir.

Q. Do you wish to be understood that the Standard Oil Company has been engaged in these negotiations?—A. I do.

Q. Why do you make that statement?—A. I understand the South Penn Oil Company is a branch of the Standard.

Q. As to its relations to the Standard Oil Company, you only speak from hearsay?—A. It is a matter of general information in the oil country.

Q. As I understand you, your purpose in securing an acceptance of your proposition was to avoid just such a result as has now taken place whereby the development of the territory should be blocked?—A. It might be worse than now so far as the past is concerned, because we might be stopped.

Q. You still rely, as I understand you, upon the validity of the Barker lease?—A. If it isn't ratified by Congress, we shall keep possession of the lease we have until it is determined.

Q. And the proposition you made on December 3, 1896, was a proposition under that lease, was it not?—A. Yes, sir; there was no application for a new lease. The Barker lease was read by the clerk.

Q. And yet, relying upon the validity of the Barker lease, you were willing to release 51,000 acres of it and pay \$4,000 to secure an acceptance of this proposition?—A. I didn't think that part of the lease was such land as we wanted to develop; we couldn't afford to put down a lot of test wells on this territory.

By the INSPECTOR:

Q. At the time of the procurement of your lease on December 3, 1896, was any representative of the Government present?—A. No, sir.

E. B. VREELAND.

Subscribed and sworn to before me this 4th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector*.

E. B. VREELAND, recalled.

By Mr. ANSLEY:

The WITNESS. Some time in February last I learned that Mr. Jewell, the Indian agent, had made a report to Washington, in which he stated that the Seneca Nation had accepted the bid of the Seneca Oil Company of \$1,000 and one-eighth royalty for an oil lease, and that it was the least favorable bid offered to the nation. I talked with Mr. Ansley about it, and he advised me that he didn't think Mr. Jewell would knowingly make the statement, and suggested that he would arrange an interview and see if he had information that the Seneca Oil Company's bid was much larger. We met him in Buffalo. I stated to him exactly what the Seneca Oil Company's bid was—\$1,000 cash, \$3,000 if oil was found in paying quantities, and a graded royalty. Mr. Jewell said that he hadn't heard of that before, and that he would gladly make the correction. Some time a few weeks ago the matter again came up in the Senate of the United States. I desired to have Mr. Jewell make a statement a little more in detail as to how it was that he didn't know what bids was made by the Seneca Oil Company. He came to Salamanca at Mr. Ansley's request; we had conversation in Mr. Ansley's office. I heard Mr. Ansley tell Mr. Jewell that he gave the clerk of the nation a dollar not to show the Standard Oil Company's papers. I state that I made no such statement to him, nor anything that could be construed into that. I say, further, that I don't think Mr. Jewell knowingly misstates it, but that he has attributed the remark made by Mr. Ansley to me. Mr. Ansley was present all the time.

By Mr. MULLEN:

Q. Did you, on the forenoon, between 10 and 11 o'clock in the forenoon, stand up in the council and make your bid in a loud voice?—

A. No.

Q. Did you make any proposition covering the terms of the proposition that you finally did make before dinner?—A. No, sir.

Q. Did you know that the Standard Oil Company, through its agent, Mr. Ansley, had paid the clerk to suppress the fact that they had raised their bid?—A. I never knew it until I heard Mr. Ansley state it.

E. B. VREELAND.

Subscribed and sworn to before me this 6th day of May, 1897.

P. McCORMICK, *Inspector*.

E. B. VREELAND, recalled, testified:

I know Chester Lay very well, and have known him a number of years. He is not a councilor. That on the evening of the second day of the council held in December last he came from the Cattaraugus Reservation to this place; I saw him here in the evening upon my return from the council; that he went down to the council for the first time on the morning of the third day, and he was not there either the first or second day. He stayed here somewhere that night; soon after I saw him there in the council room in the morning I noticed that he was intoxicated, and that he finally started to get up and address the council and the President ordered him to sit down and keep quiet.

E. B. VREELAND.

Subscribed and sworn to before me this 6th day of May, 1897.

P. McCORMICK, *Inspector*.

Hon. O. S. VREELAND, sworn and examined.

By Mr. ANSLEY:

Q. You are county judge of this county?—A. Yes.

Q. How long have you been such?—A. About ten years.

Q. Are you familiar with the laws and customs of the Seneca Nation of Indians?—A. I know something about them.

Q. What is their course of procedure in affairs of government?—A. They have a government organized under the authorities of the State, president, council, and other officers, and transact their business at council meetings.

Q. Are the council proceedings recognized by any act of Congress that you know of?—A. Yes.

Q. What act of Congress?—A. The acts of 1875, 1890 provide for the council transacting business in reference to these villages.

Q. Have you had considerable business before the council in securing leases?—A. Yes; I have been instrumental in getting a good many leases and attended a good many councils.

Q. At any time when these leases were granted were any representatives of the government present?—A. No, sir; not to my knowledge.

Q. Has there been actions brought in the courts of this State where the question of the rights to grant these leases under this act of Congress was the question involved?—A. Yes, sir.

Q. What was the result?—A. I understand the authority of Congress to enact these laws referring to these lands has been passed upon by the courts of this State several times.

Q. Can you refer to the decisions?—A. Yes, there is a case in the supreme court of this State reported in the 19th of Hun, page 540, Ryan v. Knorr. This is a general-term decision of the supreme court.

Q. Are you familiar with section 2116 of the Revised Statutes of the United States?—A. I have read it recently.

Q. Are you familiar with the act of Congress passed in 1871?—A. I have read that section.

Q. When do you understand that section 2116 was enacted?—A. That was in 1834, June 30, and the other was March 3, 1871.

The following is a copy of the section:

No Indian nation or tribe within the territory of the United States shall be acknowledged or recognized as an independent nation, tribe, or power with whom the United States may contract by treaty, but no obligation of any treaty lawfully made and ratified with any such Indian nation or tribe prior to March 3, 1871, shall be hereby invalidated or impaired.

Q. Has the subject of these statutes been under consideration in the courts of the United States?—A. Yes, sir; the statute of 1871 particularly.

Q. In what case?—A. The People of the United States v. Kagama, reported in 118 U. S. R., page 375.

Offered in evidence; read as follows:

The United States recognized no right in private persons or in other nations to make such a purchase by treaty. With the Indians themselves these relations are equally difficult to define. They were and always have been regarded as having a semi-independent position when they preserve their tribal relations—not as States, not as nations, not as possessed of the full attributes of sovereignty, but as a separate people, with the power of regulating their internal and social relations, and thus far are brought under the laws of the Union or of the State within whose limits they resided.

But after an experience of a hundred years of the treaty-making system of government, Congress has determined upon a new departure, to govern them by acts of Congress. This is seen in the act of March 3, 1871, embodied in section 2079.

It seems to us that this is within the competency of Congress. These Indian tribes are the wards of the nation. They are communities depending on the United States.

Quoting from the case of Ryan v. Knorr:

But the Indian lessors were by Congress presumed to be acting under the authority and with the consent of the Seneca Nation of Indians, which had consented to the allotment to the individual occupancy of the several Indian lessors, and the prohibition against white persons taking a lease from an Indian being a matter of Congressional regulation, its violation could be condoned, or excused, or ratified by act of Congress; but assuming that the provision which purports to bind the Seneca Nation to the validity of the leases would be in contravention of such part of the treaty as secures the land to the nation, it is well settled that an act of Congress may supersede a prior treaty. Congress being supreme on the subject of intercourse with the Indians, both to regulate commerce with them and make treaties with them, we think the constitution and laws of the State of New York, so far as they are in conflict with the act of Congress of February 19, 1875, are in effect superseded or abrogated by that act.

Mr. Ansley offered in evidence chapter 90 of the Acts of Congress, 1875, and read as follows from it:

All leases of lands situated within the limits of said villages, when established as hereinbefore provided, except those provided for in the second section of this act, in which Indians of said Seneca Nation, or persons claiming under them as lessors, shall be valid and binding upon the said parties thereto and upon said Seneca Nation for a period of five years from and after the passage of this act. Said leases shall be renewable for periods not exceeding five years, and the persons who may be at such times the owner or owners of improvements erected upon such lands shall be entitled to such renewed leases and to continue in possession of such lands on such conditions as may be agreed upon by him or them and such councilors.

By Mr. MULLEN:

Q. Don't you understand that those leases mentioned in this act of Congress refers to the leasing of the surface of the ground only?—A. No, sir; I think not. I think we have practically the same rights in the villages as we do under any title. I think we can dig wells or change the surface of the land.

Q. Drill for oil?—A. That I am not so certain about. My opinion is that we can.

Q. These acts of Congress which have been given in evidence refer to leases on villages, incorporated districts, do they not, exclusively?—A. Yes, they are villages to the extent that certain territory was marked out and designated as villages. They are not villages in the ordinary sense of the word.

Q. How much of the Indian reservation do you claim was included in the territory to which these acts of Congress apply?—A. I have never seen it computed; an estimate has been made at times and included something like 1,800 to 2,000 acres.

Q. From the passage of this act in 1875 up to the time the lease was given to the Seneca Oil Company, so far as you know, had any leases been made for the drilling of wells in the territory covered by these acts?—A. Yes, some leases had been made of lands within the villages. I do not know as any leases had been made up to the time the Barker lease was made of lands outside the villages, but some had been made inside the villages, as I have been informed.

Q. Had wells been drilled on the reservation?—A. I understood so.

Q. No oil had been found, so far as you know, in paying quantities?—A. No, sir; some traces of oil had been found in Carrollton. I think they drilled too deep for it; that is the theory now.

By Mr. ANSLEY:

Q. Do you know of the fact that the Seneca Nation of Indians, prior S. Doc. 76—9

to the giving of this lease, had given several oil leases on this reservation?—A. I have seen records of such leases; the first that I have seen record of was in 1859 at Alden; then there were two leases, one on this reservation and one at Oil Springs; then in 1864 one was made to Jonathan Watson. That is my recollection; I think no other leases of this reservation; there were some of the Oil Spring reservation.

Q. Were any of these leases ratified by Congress?—A. Not that I know of.

Q. Is this Indian land here regarded as Indian country?—A. No; I do not understand that it is Indian country; I understand the courts have decided that it isn't in the case of *The People of the United States v. Benson*.

(Paper handed witness, reported in Federal Reporter, vol. 4, page 178; opinion written by Judge Wallace.)

Q. Northern district of New York, United States circuit court?—A. Yes.

(Offered in evidence.)

O. S. VREELAND.

Subscribed and sworn to before me this 6th day of May, 1897.

Inspector.

J. S. WHIPPLE, examined.

By Mr. ANSLEY:

Q. You reside in Salamanca?—A. Yes, sir.

Q. Practicing attorney?—A. Yes, sir.

Q. A member of assembly in this district?—A. I have been four years.

Q. Was you present at the council in December last at Shongo?—A. I was.

Q. Was you present at the time when the vote was taken upon this lease?—A. I was.

Q. What business was you there for?—A. I was there in the interest of the Tide Water Pipe Line Company.

Q. For what purpose?—A. I came here from New York to try to obtain a lease of this land for them.

Q. Was you near Mr. Vreeland when he brought up the proposition to the council?—A. I was the second one; stood right by the side of him; we were both back of the stove next to the window.

Q. Saw him write it?—A. Saw him write it.

Q. How was it presented to the council?—A. He gave it to the marshal who always attends to the council and the marshal handed it to the clerk.

Q. From the time that that proposition was handed in until after the vote was taken on the lease was there any adjournment or recess in the council?—A. There was not.

Q. Did you notice any of the councilors being under the influence of intoxicating liquor?—A. I saw none under the influence of liquor.

By Mr. MULLEN:

Q. Don't you know that they came to Salamanca at night and filled themselves up with liquor?—A. I didn't see any of them; I had no knowledge of their being here or having any liquor.

Q. Don't you know as a matter of fact and from common report that money was paid to the councilors by the Seneca Oil Company or its representatives to secure this lease?—A. I do not. I have not heard it.

Q. You have been in Salamanca all this time?—A. I have not.

Q. What was Mr. Vreeland's object in making one bid in writing and another bid orally?—A. I don't know.

Q. Did you pay any money to the councilors?—A. I did not.

Q. Did you have any money paid to them?—A. I did not.

Q. Do you know whether any money was paid to them by anybody to suppress the bids?—A. I do not; it was generally understood there what the bids were.

Q. Did you know of all the bids that were made?—A. I think so.

Q. Did you know of the South Penn Oil Company bid?—A. I knew that they had a bid in. I saw their application, and my impression now is that it was \$2,000. I don't know whether it was the first or last bid.

Q. Was that the best bid you knew of?—A. No.

Q. What was the best bid that you know of?—A. I offered them \$3,000, if I remember right.

Q. Do you think that was the best bid that was made?—A. I knew it wasn't the best bid made when Vreeland made his.

Q. What was Jewell's bid?—A. I don't remember.

Q. More than yours?—A. No; I think not.

Q. What was the best bid that you knew of?—A. The Seneca Oil Company's bid.

Q. What was that?—A. Four thousand dollars. I considered that a mighty good bid.

Q. This \$3,000 was only to be paid in case oil was found in paying quantities?—A. Yes; my bid was all upon the proposition that oil was found in paying quantities; it was a contingent bid.

Q. Don't you know that the South Penn Oil Company offered \$4,000 without any restrictions whatever?—A. No.

By the INSPECTOR:

Q. Discard the Barker lease, then which company do you think offered the best terms for the council?—A. I think the Seneca Oil Company offered the best one.

Q. For what reason?—A. For the reason that the South Penn proposition (\$2,000) was contingent on Congress ratifying it; also for the reason that their proposition covered about 55,000 acres of land, while the Seneca Oil Company's proposition covered not to exceed 4,000.

Q. What company made the next best proposition to the South Penn?—A. I think the next best one was the proposition I made.

Q. Do you know whether the council upon the day of the acceptance of the bid of the Seneca Oil Company for a lease of oil lands upon their reservation adjourned for any period of time during the day and left the council room, remaining out for a half hour or more, and then returning and accepting the Seneca Oil Company proposition? The only adjournment, then, that took place at all during the day was for dinner?—A. That is the only one I remember.

By Mr. ANSLEY:

Q. Was you present when the South Penn offered the nation \$1,000 bonus for the lease of the balance of the reservation—the Allegany Reservation, released by the Seneca Oil Company?—A. I was; I think they offered \$2,000. After the lease was granted to the Seneca Oil Company Mr. Jack, for the South Penn Oil Company, in open council, offered to lease the balance of the Allegany Reservation, and I was thinking he offered them \$2,000 cash and the balance if Con-

gress ratified it, and that was part of the land that the Seneca people released.

By Mr. MULLEN:

Q. At the time that this lease was proposed and accepted by the Seneca council, was that the lease that was afterwards given to the Seneca Oil Company; did it comprise the same amount of land?—A. I suppose it did.

Q. Don't you know that their proposition was for a less amount of land than were finally given in the lease?—A. No; I understand their proposition was the land lying east of Salamanca, the east line, excluding Great Valley and Carrollton and Vandalia village.

Q. Did you hear any protests made by members of the council the next day?—A. I did not.

Q. Were you there?—A. I was not.

J. S. WHIPPLE.

Sworn to before me this 4th day of May, 1897.

P. McCORMICK, *Inspector.*

J. S. WHIPPLE, recalled.

By Mr. ANSLEY:

Q. How long have you practiced law?—A. Fifteen years.

Q. Are you familiar with the laws of the Seneca Nation of Indians?—A. Somewhat.

Q. Do you know about this Shongo lease?—A. No; I do not know anything about how it was obtained, except what I have heard here.

Q. Under the law, could the council give to Shongo a valid lease of the eastern part of the reservation east of Salamanca?—A. I have made something of a study of the Indian question and Indian laws; I don't pretend to know all about it by any means.

Q. Was you appointed by the legislature to investigate these Indian titles?—A. I was at one time.

Q. Did you make such an investigation?—A. I spent a year at it and made a report to the legislature, of 400 pages, in 1890. The State of New York for a long time assumed certain control and jurisdiction over the Indians, and each constitution that they have had and by-laws have been ratified by an act of the State legislature; but the courts have later held that the State had no authority. I have not been able to find that Congress assumed to do such an act as ratifying these customs of the Indians; therefore there is no ratification, and they are simply customs. The Indians have had a custom for years of allotting to individuals who went upon a piece of land a small piece of land, and improved it by fencing and clearing that land, after which the Indian, under their customs, assumed to own that particular piece for agricultural purposes; there never has been any large tract of land, no large tract taken possession of that way—always small parts. As I understand it, Shongo assumed to take possession of this by going upon it under the old custom, and don't assume to have gotten it in any other way; and if that is true, then even under their former custom he has no title whatever. In the first place, he didn't take it for agricultural purposes; and in the second place, he didn't do those acts that would entitle him to it on a small piece. The title to the reservation is to the nation at large; the individual Indian gets no title; they occupy it as tenants in common, and it belongs to the nation, and never to the individual Indian.

Q. Under their custom do they assemble as a body?—A. Under their custom their representatives assemble in a body and do business as a body when assembled only, and have no power except when assembled.

Q. How long have you known Daniel E. Shongo?—A. A good many years.

By Mr. STONE:

Q. The allotment in severalty or by occupation under the customs to which you have referred extends, does it, to others than members of the nation?—A. No; it does not. They have allowed in some cases refugees from some other reservation to live upon them by common consent, but not allot them.

Q. So far as the traditional rule or custom is concerned, there has been no occasion heretofore for its application to mineral rights or use for development of oil?—A. No; never.

Q. It has been applied in some instances, has it not, to timber rights?—A. No; I think not. I have been here twenty-five years, and I don't know of their giving the right to an individual Indian; they have the right to cut what they want to use.

Q. Their action is determined by a majority vote, is it?—A. I believe so.

Q. The act of 1875, authorizing leases, gives such authority for agricultural purposes alone, does it?—A. I assume that that was probably what was granted. Although they are leased absolutely, it is a general lease for ninety-nine years. So far it has been for the purpose of living upon in villages.

Q. Does the interpretation of the law of 1875 which you have given justify a lease for oil purposes?—A. We have discussed that to death; it certainly prevents anyone else for oil purposes or the council giving that right.

By Mr. ANSLEY:

Q. Was anyone present as a representative of the Government when these ninety-nine-year leases were granted?—A. No.

Q. Has the constitutionality of that act been determined by the courts in cases arising in villages?—A. Yes.

Q. What has been the decision upon that question?—A. Constitutional.

Q. The Government has the authority to authorize the Indians to grant these leases?—A. Yes; that has been settled by the court; it doesn't require any representative to be present.

By Mr. STONE:

Q. Is the act of 1875 in its territorial operations confined to villages?—A. Confined in its territorial operations to the villages prescribed in the act—Vandalia, Carrollton, Great Valley, Salamanca, West Salamanca, and Red House.

By Mr. ANSLEY:

Q. About how many acres in this village?—A. It is about 2,200 acres in the village of Carrollton.

Q. In bidding before the council for the oil right on the reservation, did you take into consideration the fact that the Ogden Land Company might have a claim upon this oil?—A. I did; yes, sir.

Q. And for that reason would this land compare with adjoining land that had no claim of that kind resting upon it?—A. No; it would not compare in value.

Q. And after giving an oil lease the parties getting it are still subject to that claim, whatever it is?—A. Whatever it is.

J. S. WHIPPLE.

Subscribed and sworn to before me this 4th day of May, 1897.

—————, *Inspector.*

ROBERT WHITE, being duly sworn, through an interpreter duly sworn, testified as follows:

Q. What is your name, place of residence, and are you an Indian and a member of the council?—A. Reside at Cold Spring; I am an Indian and a member of the council.

Q. Were you present at a session of the council in December, 1896?—A. Yes.

Q. Which proposition presented did you favor?—A. Seneca Oil Company.

Q. Did you know what the other propositions presented were?—A. I don't remember.

Q. Why did you favor the Seneca Oil Company?—A. They was to have a small territory.

Q. Did you know anything about the amount of money offered by the different companies?—A. All I know about it is that Frank Patterson offered more for his company than anybody else.

Q. Did you consider the lease granted in 1893 good at that time?—A. Good.

Q. Who told you it was good?—A. It was passed through the council.

Q. Did you talk with any white man about these leases within the three days of the council or three days before?—A. No.

Q. Did you have any talk with Mr. Vreeland, Fancher, or Colegrove during the council or three days before?—A. No.

Q. Were you promised anything if you would vote for the Seneca lease?—A. No.

Q. How many drinks of whisky did you have during the council?—A. None.

Q. Did you see any drinking there?—A. No.

By Mr. INMAN:

Q. How many companies made propositions to the council?—A. I don't recollect exactly, but they all presented their propositions and they were laid on the table, five or six.

Q. Were they all read to the council?—A. Yes.

By Mr. BURDICK:

Q. Do you understand what a royalty is, and do you know what the royalties offered by the different companies were?—A. They offered one-eighth royalty.

Q. Weren't they to pay more under some circumstances?—A. No.

Q. Did you understand that if the wells were large wells there was to be more than one-eighth?—A. No.

ROBERT WHITE.

Sworn and subscribed to before me this 6th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

(This witness had left the stand and stepped back among quite an assemblage of Indians and whites. Mr. Hoag, president of the nation,

states that he asked the witness if he understood the last question, and that the witness stated that he did not. Thereupon it was allowed that the question be again put to the witness by the interpreter.)

Q. Did you understand that if the wells were large wells there was to be more than one-eighth royalty?—A. In the large wells I understood we were to have more than one-eighth royalty.

By Mr. BURDICK:

Q. Did you understand the difference between the Seneca Oil Company's and the South Penn Company's propositions as to large wells?—A. They were both alike as to royalty.

ROBERT WHITE.

GEORGE WILSON, being sworn, testified as follows:

Q. Where do you live?—A. Cattaraugus Reservation.

Q. Are you an Indian and a member of the Seneca council?—A. Yes, sir.

Q. Were you present at the council meeting in December, 1896?—

A. Yes, sir.

Q. Were applications made at that council for oil leases on reservation lands?—A. Yes.

Q. How many?—A. I don't know just how many; there were several.

Q. Who got the lease?—A. Seneca Oil Company.

Q. Was that proposition the best one that was made to the council? Was that the reason why it was given?—A. Well, the council thought so.

Q. Did you vote for the Seneca Oil Company's lease?—A. No.

Q. What company did you vote to have the lease?—A. I didn't vote; I wanted some of the highest bidders. I voted against it.

Q. What company were you in favor of?—A. The highest bidder.

Q. Weren't all the bids read?—A. They didn't give the others a chance. The others that wanted to go up higher they didn't give a chance.

Q. Weren't all the bids read out to the council?—A. Yes, but we wanted to put it on so they would bid up. That was what I was waiting for.

Q. On what day did the Seneca Oil Company raise their bid from \$1,000 to \$4,000?—A. The second day, I think.

Q. Did the other companies know that they had raised their bid?—A. Yes, but they didn't give them no chance.

Q. Was any money used by the Seneca Oil Company to influence this vote with the councilors?—A. There was a good deal of talk about it there; I don't know about it.

Q. Was there any talk made there during the council about it?—A. Yes.

Q. Was there anything said about the Seneca Oil Company buying councilors?—A. Yes, there was something said.

Q. Were you never offered \$150 for your vote?—A. I was told of it.

Q. Who told you?—A. One of the councilors.

Q. Who?—A. Jesse Jimerson.

Q. Did he say who would give you \$150?—A. He said we could get that if we wanted it.

Q. Who did he say would give it to you?—A. The Seneca Oil Company; before dinner and going back to council I heard it was all in fault and they wouldn't pay it.

Q. Jesse Jimerson didn't offer you anything?—A. No; he said what we might get.

Q. He was just guessing at it, was he?—A. He was trying to see what I would do.

Q. What did you tell him?—A. That I was willing to take it.

Q. You were up for the highest bidder, were you?—A. Yes.

Q. You didn't get your price?—A. We had no chance.

Q. Did you discuss Shongo's lease?—A. Yes; we voted it down; I was in favor of it.

Q. Is there any custom or law to allow one Indian to take up a mineral lease?—A. No, sir.

Q. What has been the custom about timber land?—A. That they can cut it down, and when they cut it down it belongs to them.

Q. Did you see anybody drunk there that day?—A. Yes; I couldn't say they were drunk, but I knew what they were drinking. I can't swear that they were drinking. I think—

Q. Did you have any whisky that day?—A. I took one swallow.

Q. Who did you get it from, an Indian?—A. Some boy stood there; I got it from him.

Q. Did you see any others take a swallow or two?—A. I didn't watch where it went.

Q. Where were you?—A. Back of the court-house, out doors.

Q. Were any other councilors there?—A. Yes.

Q. Did any of them drink out of that bottle?—A. I think some of them did.

Q. You didn't take enough of it to affect you?—A. No.

By Mr. BURDICK:

Q. How many drinks did you take through the whole session?—A. I don't know.

Q. Where did you get your whisky?—A. From the boys.

Q. Where else did you drink besides back of the building?—A. Backhouse.

Q. How many drinks did you take in the building?—A. Three or four times.

Q. Who furnished that?—A. I don't know.

Q. Ever seen them before or since?—A. No.

Q. You weren't afraid of it?—A. No; I was used to drinking.

Q. Are you trying to conceal the name of the man who furnished the whisky?—A. No.

Q. Just as soon say who it was if you knew?—A. Yes; if I knew.

Q. Where did you say you had this conversation with Jesse Jimer-son?—A. At Allen Jimerson's.

Q. Did you talk with any other member of the council?—A. I guess not.

Q. Just with that one man?—A. Yes.

By Mr. INMAN:

Q. How many hours were they talking about this lease after the Seneca Oil Company raised their bid?—A. It was offered in the forenoon; they took the vote in the afternoon at 2 or 3 o'clock.

Q. They were talking three or four hours?—A. Yes; I think so.

Q. They were talking about all of them for three or four hours after this proposition?—A. Three or four hours.

Q. Everybody knew about what you were talking about?—A. Yes.

Q. Then how is it that they didn't have a chance to raise their bid?—A. Some of the men would get up to transfer our language, and they wouldn't give them a chance to say anything.

Q. Did you see other Indians talking to white men explaining what was going on?—A. No.

Q. They mean that they didn't have time to raise their bids?—A. They wouldn't give them time to tell what the other companies were offering.

Q. Didn't Frank Patterson make a speech?—A. Yes; before the vote was taken in the afternoon.

Q. You heard him talk for his company?—A. Yes.

Q. Did anybody interfere with him?—A. No; I guess not; he had a chance to raise his.

Q. Everybody had a chance to raise their bids, didn't they?—A. No; I guess not.

Q. Wallace Halftown talked, didn't he?—A. Yes.

Q. For the Eastern Company?—A. Yes.

Q. He had a chance to raise their bid, didn't he?—A. Yes.

Q. Was there anybody there that didn't have a chance to talk?—A. Yes; Chester Lay was forbidden to talk.

Q. Was he a councilor?—A. No; he was a sort of a runner.

Q. Was he drunk?—A. I couldn't tell.

Q. Didn't the council pass a resolution not to hear anybody except councilors and bidders?—A. No.

Q. He wanted to talk for the South Penn Company?—A. Yes.

Q. They were represented by Frank Patterson?—A. I couldn't say.

Q. Who else couldn't bid if they wanted to?—A. I couldn't say.

Q. Was there anybody else who couldn't raise their bids?—A. I couldn't state; I don't remember.

By Mr. McCORMICK:

Q. Did you vote for the confirmation of the Barker lease in the council—to approve that lease? The old lease from—A. No.

Q. Did they vote on that, to approve all that Barker lease for 51,000 acres?—A. I couldn't say.

Q. You can't read or write?—A. No.

Q. Do you remember Andrew John coming around with a paper for you to sign?—A. Yes.

Q. What was it?—A. Because the people were kicking about it, about having so much.

Q. You agreed in your council, did you or did you not, to confirm the Barker lease or approve it? Didn't you vote on it to make it good upon the condition that they would release all except what is east of Salamanca?—A. Yes, sir.

Q. Did you vote for it?—A. Yes.

By Mr. MULLEN:

Q. What was the proposition that you voted on?—A. I was voting for higher bidder; that's what I was voting all the time.

Q. How much land was included in the Seneca Oil Company's proposition?—A. I don't recollect.

Q. Was it above Carrollton or Salamanca?—A. Carrollton.

Q. How many acres?—A. I don't know.

Q. Don't you know that they changed the number of acres that they asked for after the proposition had been accepted by the council and before it was signed?—A. I heard something about it.

Q. Did you hear any objections made by members of the council at the reading of the minutes?—A. I might, but I didn't notice anything about it.

Q. Didn't Wallace Halftown make objections the next day to the minutes?—A. Well, I think he might have; I can't swear to that.

Q. Do you know Herman Gang?—A. I guess I do. I do.

Q. What is his business?—A. Boarding house, saloon keeper.

Q. Was he up there at the time these proceedings were had?—A. Yes, sir.

Q. Wasn't he there in behalf of the Seneca Oil Company?—A. Not that I know of.

Q. Wasn't he the man that furnished the liquor?—A. No.

Q. Did he furnish any liquor?—A. No.

Q. Are you swearing to the truth when you say you don't know the name of the man who gave you this liquor?—A. Well, I say I am swearing as far as I know.

Q. After this offer that was made by Vreeland, wasn't there a recess taken of the council—the last offer that was made by Vreeland?—A. Yes.

Q. Did you get up and go out? What was done during that recess?—A. For dinner.

Q. Was money paid to any of the councilors to suppress the amount of the bids that were made?—A. Not as I know of.

Q. Were these bids made public?—A. Yes.

Q. Did you see Indian Agent Jewell, after his bid had been rejected in behalf of the Eastern Oil Company, go to the councilors and ask them what the best bid was that had been received, and didn't you see them refuse to tell him or anybody else the amount of those bids?—A. I don't know.

(GEORGE (his x mark) WILSON.

Sworn to and subscribed before me this 5th day of May, 1897, at Salamanca, N. Y.

P. McCORMICK, *Inspector.*

AMENDED CONSTITUTION OF THE SENECA NATION OF INDIANS.

[Made and adopted in Convention Assembled, duly called and organized, in accordance with the provisions of the Constitution of said Nation, convened at the Council House at Coldspring, on the Allegany Reservation; and also at the Court-House on the Cattaraugus Reservation, on the 13th day of January, A. D. 1893.]

We, the people of the Seneca Nation of Indians, residing at Cattaraugus, Allegany and Oil Springs reservations, in the State of New York, grateful to the Almighty God for our national preservation, and freedom and manifold blessings heretofore by us enjoyed, in order to perpetuate the same, do make and establish the following constitution:

SECTION 1. Our Government shall have a legislative, executive, and judiciary department.

SEC. 2. The legislative power shall be vested in a council of sixteen members, who shall be called the councillors of the Seneca Nation of Indians, of whom eight shall be elected annually for the Cattaraugus, and eight for the Allegany reservations. Such annual election shall be held on the first Tuesday of May in each and every year from and after the adoption of this constitution. Ten of whom assembled in session regularly organized, shall constitute a quorum for the transaction of business. In all appropriations of public money, an affirmative vote of at least ten of the whole number elected shall be necessary. It shall not be lawful for the council to make appropriations of public money exceeding the sum of the aggregate revenue of the nation in any one year. But the council shall make appropriation of public money to carry on the government in extraordinary cases for the welfare of the nation.

SEC. 3. The executive power shall be vested in a president, whose duty it shall be at all times to preside over the deliberations of the council, having only a casting vote therein, who shall from time to time give to the council information of the

state of the nation and recommend to their consideration such measures as he shall judge necessary and expedient, not inconsistent with the true spirit and intent of the laws of the Seneca Nation. He shall take care that the laws applicable to the nation be faithfully executed. He shall have power to fill all vacancies by appointment that may occur in the council, either by death, resignation, or impeachment of any of the members, until such vacancy shall be filled by election. In case of death or absence of the president, the council shall choose from among their number a presiding officer pro tempore.

SEC. 4. The judiciary power shall be vested in courts to be known by the name of peacemakers' and surrogate's courts. The peacemakers' courts shall be composed of three members each. One court to be established upon the Cattaraugus, and the other upon the Allegany Reservation. The members of each to be elected from residents of the respective reservations on the first Tuesday of May, A. D. 1893. The whole number of peacemakers shall be elected in the following manner: One for one year, one for two years, one for three years; one for each reservation for each and every year thereafter. Term of office, three years. The jurisdiction, forms of process, and proceedings under the law applicable to this court shall be the same as in courts of justices of the peace of the State of New York. The peacemakers on each reservation shall have the power to hold court and preserve order in the same manner as a justice of the peace; and shall have the further jurisdiction to grant divorces as between Indians residing on the said reservations, and to hear and determine all questions and actions between individual Indians residing on said reservations involving the title or possession to real estate on said reservations. Any two of the peacemakers on either of said reservations shall have the power to hold courts and discharge all the duties of peacemakers' court. All determinations and decisions of this court shall be subject to appeal to the council, such appeal to be heard by at least a quorum of the council. All cases of appeal shall be decided by the council upon the evidence taken in peacemakers' court. In every case on appeal it shall be the duty of the peacemakers before whom the action or proceeding was had to certify the evidence in the case taken before them to the council in the same manner as justices of the peace are required on questions on appeals of law. The council shall then decide the case upon the evidence so certified, and the decision of the council shall be final between the parties. Upon the hearing, either party at interest shall have the right to appear either by person or by counsel and argue the merits of the case. In every action in peacemakers' court, such action shall be brought in the name of the real party at interest.

The surrogate's court shall be composed of one person for each of the Allegany and Cattaraugus reservations, and to be elected from the residents of the respective reservations at the next annual election after the adoption of this constitution, and to hold their office for the term of two years, and be elected every two years thereafter; and shall be known as surrogates; and shall have jurisdiction of all matters on each reservation for which they are respectively elected, the same as surrogates of the different counties of the State of New York, and the forms, process, and proceedings now adopted and in force among the surrogates of New York State shall be the forms, process, and proceedings in use and to be adopted in the courts hereby created, with the right of appeal from all decisions and determinations to the council of the Seneca Nation, the same as from peacemakers' court.

SEC. 5. The power of making treaties shall be vested in the council, subject to the approval of at least three-fourths of the legal voters, and the consent of three-fourths of the mothers of the nation.

SEC. 6. There shall be a clerk and a treasurer to the nation. The rights, duties, and liabilities of such shall be as heretofore defined by law.

SEC. 7. There shall be two marshals for the nation; one shall reside on the Cattaraugus and one upon the Allegany reservations. The rights, duties, and liabilities of each shall be as heretofore defined by law.

SEC. 8. The council may provide for the election of highway commissioners, overseers of the post, assessors, and policemen for each of the said reservations.

SEC. 9. All officers of the nation named in this constitution, except peacemakers and surrogates, shall be elected annually for the term of one year. All officers of the nation named in this constitution for such cause as recognized by law, may be impeached and removed from office in such manner and form as prescribed by the council.

SEC. 10. Every male Indian of the Seneca Nation of the age of twenty-one years and upwards residing upon either of the reservations of the nation, and who shall not have been convicted of a felony, shall be competent to vote at all elections and meetings of the electors of the nation, and shall be eligible to any office in the gift of the people of the nation.

SEC. 11. The compensation of all officers of the nation named in this section¹ shall

¹The fifth word of section 11, second line, should read "constitution" instead of "section." It is an error of printing.

be such as prescribed by law, and the salaries shall not be enlarged or diminished during their term of office.

SEC. 12. The council shall meet annually on the first Tuesday of June in each and every year. The president shall have power to convene the council in extra session as often as the interest of the nation, in his judgment, requires.

SEC. 13. The council shall have power to make laws not inconsistent with the Constitution of the United States or of the State of New York, or of this constitution.

SEC. 14. The laws and regulations heretofore made and adopted by the council, and not inconsistent with this constitution, shall continue in full force and effect as heretofore until repealed or amended to the extent and in the manner as the council shall deem lawful and proper.

SEC. 15. The present officers of the nation shall hold their office, respectively, until the first Tuesday of May, 1893, or until others are elected in their places, in accordance with the terms of this constitution, and no longer, subject to be sooner removed by impeachment.

SEC. 16. This constitution may be altered or amended at any time the council sees fit and necessary; and it shall be lawful for the council at their discretion, by at least a quorum vote, to appoint a committee of three on revision of the constitution. The duty of the committee shall be, on ten days' notice of their appointment, to prepare amendment or alteration of the constitution, such as in their judgment is necessary and proper, and report the constitution as amended to the council, whereupon it shall be the duty of the council to submit the same to the electors of the nation for their approval or rejection, to be determined by a majority vote of the qualified electors at a meeting called by the council for that purpose on the Allegany and Cattaraugus reservations, respectively; such to be held on same day. In case the amendments of the committee be rejected, no action shall be taken by the council or the electors relative to amending this constitution within one year from the date of said meeting and rejection.

Revised and done in pursuance to the resolution duly passed by the council of the Seneca Nation and voted on by the legal voters of the nation the thirteenth day of January, A. D. 1893, and carried.

WALLACE HALFTOWN,

Chairman of the Committee.

HARRISON HALFTOWN,

D. E. SHONGO,

Committee.

Article of agreement, made this 21st day of November, 1896, between Daniel E. Shongo, of Carrollton, Cattaraugus County, State of New York, party of the first part, and L. E. Mallory, L. E. Hampsher, and T. F. Mullin, of Bradford City, McKean County, Pennsylvania, of the second part, witnesseth:

That whereas the said first party has recorded in the book of records in the proper office of the Seneca Nation of New York Indians, on July, 1895, an original individual claim for the mineral right in all that portion of the Allegany Reservation, easterly from the corporation of Salamanca, New York, and having obtained a sufficient number of the names of the council of said nation to legalize the entrance for said work on said land, and the sale of oil and gas from the same by a petition dated October 19th, 1896; and

Whereas the said party of the first part has not sufficient capital to carry on the operation of said premises for the purpose of producing said oil and gas, and is unacquainted with the business, for the purpose of developing the oil and gas from the said land, hereinafter described, the said party of the first part, in consideration of the covenants and agreements hereinafter contained, to be paid, kept, and performed by said second parties, agrees for himself, his heirs, and assigns, as follows: That the said party of the first part shall operate for oil and gas upon the following-described land, situate in and being a part of the Allegany Reservation, bounded as follows:

On the northerly side by the northerly line of the Allegany Reservation; easterly by a line drawn across said reservation from the southerly line of same, beginning at a point midway between boundary posts Nos. 4 and 5, and parallel to the course or direction of that portion of the reservation line lying between boundary posts Nos. 5 and 6; southerly by the southerly line of said reservation; westerly by a line drawn across the said reservation, also parallel to the said line between the boundary posts Nos. 5 and 6, and beginning at a point midway between boundary posts Nos. 6 and 7 and extending northerly to the said northerly line of said reservation, first having delivered one-eighth of the whole to said nation as royalty.

That said Shongo will make no other contract in relation to said oil and gas, and will not assign or transfer any part of his claim or right in the minerals or mineral

right in said land above described, in excess of an undivided one-fourth. That said Shongo, in consideration hereof, and in payment for labor performed, money furnished, and chances taken in said development, shall deliver to second parties three-fourths of the balance of said oil and gas when produced, in the following proportion, to wit: To L. E. Mallory, three-sixteenths; to L. E. Hampsher, six-sixteenths, and to T. F. Mullin, three-sixteenths.

The said second parties agree to furnish all moneys to first party for the purchase of materials and machinery necessary for the development of said lands, and for labor performed thereon.

In case said work shall not prove productive, said second parties shall have the right to remove any and all property placed upon said land which the parties of the first part may not have paid for, and this agreement shall be null and void. It is understood and agreed that if oil or gas is found in paying quantities, then the expense of operating shall be deducted therefrom after the payment of said royalty.

Witness our hands and seals the day and year above written.

L. E. MALLORY.	[SEAL.]
L. E. HAMPSHER.	[SEAL.]
T. F. MULLIN.	[SEAL.]
DANIEL E. SHONGO.	[SEAL.]

Articles of agreement made and executed the third day of January, 1893, by and between the Seneca Nation of Indians living and residing on the Oil Springs, Cattaraugus, and Allegany reservations, in the State of New York, parties of the first part, and Wm. B. Barker, of the village of Fredonia, Chautauqua County, New York, party of the second part, witnesseth:

That the said Seneca Nation of Indians, for and in consideration of the rents, covenants, and stipulation hereinafter mentioned to be kept, done, and performed by second party, and also of the sum of one dollar to them in hand paid by second party, the receipt of which is hereby acknowledged, hereby demise and lease unto the second party, his heirs and assigns, all lands embraced in and designated as the Oil Springs Reservation, the Allegany Reservation, and the Cattaraugus Reservation, respectively, the said Indian lands being situated in the counties of Cattaraugus, Allegany, Erie, and Chautauqua, in the State of New York, excepting therefrom such portions thereof as have been heretofore leased for village purposes, for the sole and only purpose of boring for gas and oil, with the exclusive right to enter upon said lands to conduct such mining operations; also, the right of way over and across said lands, the use of a sufficient amount of land on which to erect suitable buildings, derricks, and tanks for the prosecution of the work and the storage of any of the products thereof; also, the right to lay pipe lines on, across, or under the land for conveying steam, water, gas, oil, or their products; the free use of sufficient water, if found on the premises, and the right to remove any machinery, fixtures, oil, steam, gas, or water lines placed upon said lands by second party, at the expiration of this lease.

To have and to hold the said premises, for the said purposes only, unto the said second party, his heirs, executors, administrators, and assigns, for and during the full term of ten years from date of this instrument, and so long thereafter as gas or oil shall be produced in paying quantities.

The said party of the second part hereby covenants, in consideration of said grant and demise:

First. To deliver unto the said Seneca Nation of Indians the full equal one-eighth ($\frac{1}{8}$) part of all petroleum or rock oil produced on and from said lands, and to deliver the same, free of charge, to the credit of said Seneca Nation of Indians, in some responsible pipe line.

Second. The said Seneca Nation of Indians is to fully use and enjoy the said premises for the purposes of agriculture, residence, and for other purposes, except such part as shall necessarily be used and occupied by second party in operation for oil and gas as aforesaid. The party of the second part covenanting and agreeing that no unnecessary damage shall be done under the operations of this lease to the said lands and premises, and further agreeing to pay to any individual Indians all damages done to crops or improvements.

Third. No wells shall be drilled, nor any buildings or tanks for the storage of oil shall be erected nearer than two hundred feet of any dwelling house or barn on any of said lands; and all gas, oil, or water lines laid across cultivated fields shall be buried beneath the reach of the plow by second party and at his expense.

Fourth. For each and every gas well drilled on these lands where gas is found in sufficient volume and pressure to utilize by piping to a distance, the party of the second part agrees to pay to said Seneca Nation of Indians the sum of forty dollars

(\$40.00) per annum, which sum shall be due and payable to the treasurer of the Seneca Nation at Salamanca, New York, on the 15th day of January of each year, for each and every well at that time being utilized and used as aforesaid, which sum shall be full consideration to the said Seneca Nation for the product of each of said gas-producing wells.

Fifth. As further consideration, the party of the second part covenants and agrees to commence one well within six months from the date of final confirmation of this lease; to prosecute drilling with reasonable diligence on said well, and to drill to a depth of three thousand feet, should it be necessary, in order to properly and thoroughly test the territory. And should oil or gas be found in said well in paying quantities, not less than two additional wells are to be drilled each year thereafter, until a sufficient number have been drilled to properly protect the land from contiguous operations by other parties; and should oil or gas not be found in paying quantities in the first test well, a second test well shall be completed within one year after the completion of the first test well, and a third, fourth, and fifth test well may be drilled in like manner and under like conditions; and in case of a failure to find gas or oil in paying quantities in any of said five test wells, then this lease shall be and become absolutely null and void.

Sixth. It is understood and agreed that in complying with the provisions of this lease, as to testing, or as to drilling wells, the lands embraced in the three reservations, as above mentioned, shall be considered as a whole, and second party shall have the right to make such tests by drilling on any part of the lands of any one reservation, or on any of said reservations, as his experience and the results obtained may warrant.

Seventh. That any family of the Seneca Nation residing on either of said reservations shall have the right to use gas and take the same from any gas or pipe line leading from any of the said wells for fuel for domestic purposes free of charge.

Done in council on this 3d day of January, 1893, and the resolutions of said council authorizing its said president and clerk to execute, for and in behalf of the Seneca Nation of Indians, the said lease are hereto attached and made a part hereof.

WALLACE HALFTOWN,
President Seneca Nation of Indians.

Attest:

W. C. HOAG, *Clerk.* [SEAL.]
WILLIAM B. BARKER. [SEAL.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 9, 1897.

Hon. W. B. HOOKER,
House of Representatives.

SIR: In our interview of to-day relative to the Barker oil lease on the Allegany and Cattaraugus reservations, N. Y., you presented, with request for an opinion thereon, the question: Will Congressional action be necessary to confirm and validate a renewal of the lease, such renewal having been made by the grant to Barker or his assigns by the council of the Seneca Nation of an extension of time within which the lessee shall make certain borings, the time specified in article 5 of the lease having expired without said borings having been made, and the said extension of time having been granted because of the supposition that the failure to make the borings within the time specified in the lease rendered the whole null and void?

I believe the question is stated substantially, as presented by you, and in replying thereto have to first invite attention to article 5 of the lease made January 3, 1893, by and between the Seneca Nation of Indians and William B. Barker, ratified and confirmed by act of Congress, February 20, 1893 (27 Stats., 470), the said article being as follows:

"As further consideration, the party of the second part covenants and agrees to commence one well within six months from the date of final confirmation of this lease, to prosecute drilling with reasonable diligence on said well, and to drill to a depth of three thousand feet should it be found necessary, in order to properly and thoroughly test the territory and should oil or gas be found in said well in paying quantities, not less than two additional wells are to be drilled each year thereafter, until a sufficient number have been drilled to properly protect the lands from contiguous operations by other parties. And should oil or gas not be found in paying quantities in the first test well, a second test well shall be completed within one year after the completion of the first test well, and a third, fourth, and fifth test well may be drilled in like manner and under like conditions, and in case of a failure to

find gas or oil in paying quantities in any of said five test wells, then this lease shall be and become absolutely null and void.

"It is understood and agreed that in complying with the provisions of this lease, as to testing or as to drilling wells, the lands embraced in the three reservations, as above mentioned, shall be considered as a whole, and second party shall have a right to make such tests by drilling on any part of the lands of any one reservation, or on any of said reservations, as his experience and the results obtained may warrant."

It appears from this article that the condition upon which the lease shall become null and void is "failure to find gas or oil in paying quantities in any of said five test wells." Nothing is found in the way of penalty or forfeiture for failing to commence or to complete any or all of the said wells within a given time. The lessee was to commence one well within six months from date of confirmation of lease and "to prosecute drilling with reasonable diligence," and should oil or gas be found in paying quantities, "not less than two additional wells are to be drilled each year thereafter until a sufficient number have been drilled to properly protect the lands from contiguous operations by other parties," etc.

Whether or not there was such negligence or breach of covenant on the part of the lessee as would operate as a forfeiture of his rights under the lease is a question of fact upon which I am not advised; but it would seem to be a case in which "time is not of the essence of the contract." But, however this may be, the question would not seem to be a material one from the fact, as stated by you, that the properly constituted authorities of the Seneca Nation, acting wholly within the scope of their powers, formerly extended the time within which the boring should be made, and afterward and without protest accepted from the lessee the portion or share to which the nation was entitled under the contract of the oil or gas obtained by the lessee as a result of his operations carried on under and by virtue of the act of the council as aforesaid. This would seem, as we agreed to-day, to effectually estop the Seneca Nation from seeking to abrogate the lease, and I am therefore of the opinion that a further confirmation of said lease by act of Congress is not necessary to revive or to renew the lease on account of the failure alleged, or to give it any more validity than it possessed on the day of its confirmation by Congress, February 20, 1893.

I would like to be understood as expressing an opinion solely upon the question of law, and upon the facts orally presented by you, without discussing the legality of oil leases generally by the Seneca Nation of Indians, or the legal effect of the confirmation of such leases by Congress.

Very respectfully,

D. W. BROWNING, *Commissioner*.

The Seneca Oil Company agrees to pay to the council of the Seneca Nation of Indians a bonus of one thousand dollars on delivery to said company of a certified copy of resolution hereto attached, and agrees to give a royalty as follows: A full one-eighth on all wells averaging fifty barrels a day or under; one-quarter on all wells averaging from fifty to one hundred and fifty barrels a day; and three-eighths on all wells averaging above one hundred and fifty barrels a day, said average to be for one year.

SENECA OIL COMPANY.

By E. B. VREELAND.

DEC. 3rd, 1896.

In council of the Seneca Nation of Indians held at the council house of the said nation in Salamanca on the 3d day of December, 1896.

On motion of William Jimeason, seconded by Casler Redeye, the following resolution was adopted by said council:

"Resolved, That the lease heretofore granted by the Seneca Nation of Indians to William B. Barker of reservation lands bearing date January 3rd, 1893, be in all things ratified, confirmed, and extended as to the lessee thereof and as to the assignees thereof as to all its terms and conditions, and the said assignee is now empowered and authorized to fulfill the same to the same extent as the original lessee might or could have done when said lease was executed; the said lease is now owned and held by the Seneca Oil Company as understood by said parties."

We will deliver to the president of the Seneca Nation a release of all lands except in towns of Carrollton and Great Valley, and Allegany, before resolution is given by president of nation to the Seneca Oil Company.

SENECA OIL CO.

By E. B. VREELAND.

The Seneca Oil Co. hereby increases its offer heretofore made, and will pay in addition thereto three thousand dollars bonus if oil is found in paying quantities on said land.

SENECA OIL CO.
By E. B. VREELAND.

DEC. 3, 1896.

For value received, the undersigned hereby release the Seneca Nation of Indians from the operation of a lease heretofore granted to Wm. B. Barker, dated Jan. 3rd, 1893, and transferred to undersigned all lands therein described, except lands in towns of Carrollton, Great Valley, and Allegany, Cattaraugus County.

Dated Dec. 3rd, 1896.

SENECA OIL CO., *Salamanca, N. Y.*
By E. B. VREELAND.

MAY 5, 1897.

P. McCORMICK, *Special Agent, Salamanca, N. Y.*

DEAR SIR: In reply to your request, I am unable to find the proposition of the South Penn Oil Company to the Seneca Nation, presented to the council in December, 1896, at Shongo, but I remember distinctly the substance.

The South Penn Oil Company offered, if a lease were granted to it covering the Allegany and Cattaraugus reservations, that it would commence at once and drill ten test wells on the lands. If oil were found it would deliver to the nation one-eighth of all oil produced from wells the production from which averaged less than 50 barrels per day for thirty consecutive days; one-fourth of all the oil from wells the production from which averaged over 50 barrels and less than 150 barrels per day for thirty consecutive days, and three-eighths of all the oil produced from wells the production from which should exceed 150 barrels per day for thirty consecutive days. The offer also included the payment of \$150 per year as rent for each gas well found on the reservation from which gas was produced in marketable quantities. It further offered to pay a cash bonus of \$2,000 upon the passing of a resolution or granting of a lease by the council, and the payment of a further sum of \$2,000 when this lease or contract should be ratified by Congress or Secretary of the Interior. This latter part of the proposition, the payment of a bonus, was an additional bid put in on the second day, and was not included in the original proposition. The first proposition was to include a bonus of \$2,000 only, which was to be paid in cash upon the execution of the lease by the Indians. It was enlarged later by an addition of \$2,000 more when ratified by Congress, which was the last bid made.

Yours, truly,

D. H. JACK.

I hereby certify that the above is a true statement of the proposition or offer made by the South Penn Oil Company to the council of the Seneca Nation of Indians in December, 1896.

D. H. JACK.

GRADED ROYALTIES PAID.

Lot 681, warrant 2248: One-eighth royalty to 10 barrels; one-fourth royalty, 10 to 40 barrels; three-eighths royalty, 40 barrels and over.

Lots 649, 650, and 665, warrant 2260: One-eighth royalty to 10 barrels; one-fourth royalty, 10 barrels and over.

Lot 651, warrant 2260: One-eighth royalty to 10 barrels; one-fourth royalty, 10 barrels and over.

Lots 616 to 637, warrants 2261, 3901, 3902: One-eighth royalty to 10 barrels; one-fourth royalty, 10 to 40 barrels; three-eighths royalty, 40 to 80 barrels; one-half royalty, 80 barrels and over.

Lots 645 and 646 and south part 628, etc.: One-eighth royalty to 10 barrels; one-fourth royalty, 10 to 60 barrels.

North parts of lots 628, 629, and 630: One-eighth royalty to 10 barrels; one-fourth royalty, 10 to 40 barrels; three-eighths royalty, 40 barrels and over.

AFFIDAVITS OFFERED AS EVIDENCE BY SENECA OIL COMPANY.

These affidavits were handed to me by the Seneca Oil Company at Carrollton, N. Y., after the investigation was closed and I was en route to Washington.

P. McCORMICK, *Inspector.*

STATE OF NEW YORK, *County of Cattaraugus, ss:*

J. S. Whipple, being duly sworn, deposes and says: That he resides in the village of Salamanca, county of Cattaraugus and State of New York; that he is a lawyer by profession, and has had during the year and a half last past an office in the said village of Salamanca and one at 136 Liberty St., New York City.

Deponent further says that he attended the council of the said Seneca Nation of Indians, held at Shongo in December last, and was there as a representative of the Associated Producers' Oil Co., of 12 Broadway, New York City.

Deponent further says that as such representative he presented an application for a lease of the Cattaraugus Indian Reservation for oil purposes to the said council, and was present at said council during all of the third day of its session, and at the time the lease was granted to the Seneca Oil Co.

Deponent further says that he has resided for thirty-five years in close proximity to, and much of the time upon, the said Allegany Indian Reservation at Salamanca, and is well acquainted with very many of the Seneca Indians, and especially with the councilmen composing the council of Dec., 1896; that he is also well acquainted with J. R. Jewell, the present Indian agent, who resides at Olean, N. Y.

Deponent further says that he saw and spoke with the said Jewell at the said council on December 3rd, 1896, and saw him constantly about the council room, and had an opportunity to observe his conduct and physical condition; that the said Jewell is in the habit of using intoxicating liquors, and to the best of deponent's knowledge and belief had been drinking to some extent on the said 3rd day of December, 1896, and was somewhat intoxicated—so much so that he did not seem to be quite himself and not fully capable of understand and take note of all of the proceedings of the said council in relation to the various applications for leases presented to it.

Deponent further says that immediately after the adjournment of the council he met the said J. R. Jewell at the Union Railway Depot at Salamanca, in the restaurant in the said depot building, and talked with him, the said Jewell, or rather the said Jewell talked with deponent; that said Jewell, in the said conversation so held with deponent at that time, made some threats, and among others said that the Seneca Oil Co. had obtained the lease of the council, but "that they were not through with it yet," and seemed to be very angry that he had not obtained the lease for some oil company which he represented at the said council.

Deponent further says that he was there to obtain the lease himself for the people whom he represented as aforesaid, and kept close watch of all the proceedings of the said council and the various bids, and that he believes that the proceedings were fair, honest, free from corruption by use of money or liquor, or either of them, and that the council granted the lease to the parties making the best offer for the same to them, to wit, the said Seneca Oil Co.; that the said offer so made by the Seneca Oil Co. was far in excess of any other that was offered, especially in that they released to the said nation about 52,000 acres of land which they held under the Barker lease, while the other companies, or most of them, were asking for a lease of the whole 55,000 acres.

J. S. WHIPPLE.

Subscribed and sworn to before me this 7th day of May, 1897.

F. E. FENTON, *Notary Public.*

William Jimerson, being duly sworn, says that during the latter part of April Daniel Shongo offered him fifty (\$50) to sign a statement that the Seneca Oil Co. offered him money to vote for their lease. He refused to do so, because it was not true. He voted for such lease because he thought it the best one for the nation.

WILLIAM W. JIMERSON.

Subscribed and sworn to before me this 3rd day of April, 1897.

HIRAM FOSANK, *Notary Public.*

STATE OF NEW YORK, *county of Cattaraugus, town of Carrollton, ss:*

Allen Jimerson, being duly sworn, says that he is a member of the Seneca council; that he attended the council held in December last; that during session of said council held during the present month he was promised money by Daniel E. Shongo if he would sign an affidavit that the Seneca Oil Company had offered him money if he would vote for their lease; that he refused, because such a statement would not be true.

ALLEN JIMERSON.

Subscribed and sworn to before me this 28 day of April, 1897.

H. J. TRUMBULL, *Justice of the Peace.*

STATE OF NEW YORK, *County of Cattaraugus, Town of Gowanda, ss:*

Frank Patterson, a Seneca Indian, being duly sworn, says that he is a member of the council of the Seneca Nation; that he attended the council held in December last, at which time the lease of the Seneca Oil Company was ratified; that he was one of the four out of sixteen councilors who did not vote to ratify said Seneca oil lease; that to the best of his knowledge and belief the majority of the council did so vote solely because the offer of said company was the best one; that at a council held during the week commencing April 19 last he was approached by Daniel E. Shongo, who offered to give him \$5 if he would sign an affidavit to the effect that the Seneca Oil Company offered him money to vote for the ratification of said lease; that he refused to do so, for the reason that it was not true.

FRANK PATTERSON.

Subscribed and sworn to before me this 1st day of May, 1897.

W. K. HARRISON, *Justice of the Peace.*

STATE OF NEW YORK, *County of Cattaraugus, ss:*

Sylvia Jimerson, being duly sworn, says that one Daniel Shongo, an Indian, induced her, by offering to pay her two dollars, to make the affidavit printed in the Congressional Record of April 15th. I was to receive two dollars. I now say that I know E. B. Vreeland and A. T. Fancher, of the Seneca Oil Company; that I did not see them give any whiskey to any Indian, nor have any, nor hear them talking to any councillors about paying them money.

SYLVIA JIMERSON.

Subscribed and sworn to before me this 28th day of April, 1897.

W. K. HARRISON,
Justice of the Peace.

CARROLLTON, *Cattaraugus County, N. Y.:*

George Jimerson, being duly sworn, says that he noticed his name signed to a petition printed in the Congressional Record of April 15, which petition charges that the Seneca oil lease was obtained by bribery and fraud, and that the councilors were drunk. Deponent says that he signed a petition at request of one Daniel Shongo, an Indian, and that Shongo told him the petition was against leasing the whole reservation of 55,000 acres; that he did not know he was signing such a petition as is printed in the Record, and would not have signed such a petition. Deponent says he is marshal of the Seneca Nation, and that he was present during the council when lease was granted.

GEORGE T. JIMERSON.

Subscribed and sworn to before me this 1st day of May, 1897.

JAMES W. MULCAY, *Notary Public.*

STATE OF NEW YORK, *Cattaraugus County, ss:*

Henry Sigel, being duly sworn, deposes and says that he is sheriff of the said county of Cattaraugus, and has been for more than one year last past; that he is well acquainted with Daniel E. Shongo, a Seneca Indian residing on the Allegany Indian Reservation in said Cattaraugus County, and is the only Shongo by that name residing upon said reservation, as deponent verily believes; that said Daniel E. Shongo was indicted by the grand jury of said Cattaraugus County at the term of the supreme court held in and for Cattaraugus County in December, 1896, charged with the crime of riot, and was thereupon arrested and admitted to bail and is now awaiting trial for said offense; that he is an Indian of a general bad reputation, and has no standing among the members of the Seneca Nation.

HENRY SIGEL.

Sworn to and subscribed before me this 18th day of April, 1897.

W. B. HUGHES, *Notary Public.*

STATE OF NEW YORK, *Cattaraugus County, ss:*

William T. Fish, being duly sworn, deposes and says that he resides in the town of Salamanca, in said county, and has for more than twenty years last past; that during all that time he has been engaged in the mercantile business in said town.

Deponent further says that he is well acquainted with all the land and territory described in the Seneca Company's lease, and has been for more than twenty years; that the land therein described is nearly all wild and uncultivated land, and only a few Indian families reside thereon.

Deponent further says that in July, 1896, he was over the most of said land, and went before the council of the Seneca Nation of Indians at a council meeting held at Shongo, on the Allegany Reservation, in July aforesaid, for a purpose of getting a lease of the same premises as covered by the Seneca Oil Company's lease, at which time some of the councilors offered to lease the same to deponent for a bonus of \$300 and one-eighth of the oil; that deponent declined to take such lease, for the reason that he did not believe that it was worth paying that much for; that at that time there was no oil well within one and a half miles of said land.

Deponent further says that he is well acquainted with Daniel E. Shongo, a Seneca Indian residing on said reservation, and knows his general reputation for truth and veracity; that deponent would not believe him on oath.

WM. T. FISH.

Sworn to before me this 19th day of April, 1897.

JOHN J. INMAN, *Notary Public.*

We, the undersigned Seneca Indians, having noticed that our names are signed to a petition printed in the Congressional Globe of April 15th, declare that we never signed same nor authorized anyone else to do so, and that our names were signed to same without our knowledge or consent.

WALTER KENNEDY .
CHARLIE JIMERSON.

MAY 1, 1897.

SALAMANCA, N. Y., *May 7, 1897.*

Rev. M. F. Trippe makes the following statement:

That he is resident missionary among the Seneca Indians for the Presbyterian Society and has been for more than fifteen years; that he was present some of the time at the council held in December last when an oil lease was granted; that he has given the matter a great deal of investigation and attention, and talked with many sober and intelligent Indians who have the interest of the nation at heart; that he is satisfied that the Indians accepted the best bid they could get and that they made a good bargain; that the best interests of the people will be served by permitting the Seneca Oil Company to develop the property; that such company has carried out all its agreements with the Indians faithfully and well; I have read the Indian agent's (Mr. Jewell) first reports and they do not accord with the facts as I find them; that Mr. Jewell appeared before the council as attorney for one of the oil companies, and, worse than that, under the influence of liquor, and that from all the information I can gather was not in a condition to understand what was going on. I have no interest in the matter except the interest of the Indians. I think they have made a fair bargain and should abide by it. The people of the nation have recently ratified the action of the council in their annual election.

M. F. TRIPPE,

Subscribed and sworn to before me this 7th day of May, 1897.

JAMES W. MULCAJ, *Notary Public.*

BUFFALO, N. Y., *May 7, 1897.*

P. McCORMICK, Esq.,

Inspector, Department of Interior, Washington D. C.

DEAR SIR: Mr. Bartlett, of Olean, the treasurer of our company, requests us to send you the lease which we submitted to the council of the Seneca Nation of Indians at their council meeting held in December of last year. We inclose the same herewith to you, and would say that while the consideration of said lease as written therein is only \$2,300, the writer, who personally attended the council meeting, made an offer in writing, and sent the same to the clerk and president, that we would increase the consideration \$1,000, making \$3,300, which was our offer to them before a vote was taken upon the question of leasing.

We might also add that it was our intention and desire to increase this amount still further, if necessary, in order to secure the lease; but that we were debarred from having anyone present our case orally before the council, or given an opportunity to further raise our amount, notwithstanding President Hoag had promised an Indian interpreter who we had engaged for this purpose an opportunity to present our case.

The Seneca Oil Company seemed to have been allowed this privilege to the exclusion of all others.

Yours, very respectfully,

EASTERN OIL COMPANY,
HOWARD V. THOMAS,
General Manager.

This agreement, made this — day of December, in the year one thousand eight hundred and ninety-six, by and between the Seneca Nation of Indians, by its president and councillors in council assembled, in pursuance of a resolution duly adopted by its council, a copy of which is hereto attached, party of the first part, and the Eastern Oil Company, a corporation, party of the second part, witnesseth:

That the said party of the first part, in consideration of the agreements and covenants hereinafter stated, has granted and does hereby grant, lease, and demise unto the said party of the second part and its successors and assigns, for the purposes hereinafter mentioned, the following lands and premises, which are described as follows, viz: Beginning at a point on the easterly boundary of the Allegany Indian Reservation, in Cattaraugus County, New York, where said boundary line intersects the Allegany River near Vandalia, New York; thence in a southeasterly direction, along the boundary line of said Allegany Indian Reservation, to the eastern extremity of said reservation; thence in a westerly direction along the boundary line of said Indian reservation to a point in said boundary line where the dividing line between lots numbers sixty-three and sixty-four, in the town of Carrollton, Cattaraugus County, New York, intersects the said boundary line of said Allegany Indian Reservation; thence in an easterly direction to the southwest corner of lot number three in said town of Carrollton, on the northerly boundary line of said Allegany Indian Reservation; thence easterly along the said northerly boundary line of said Indian reservation to the place of beginning. The quantity of land contained in the above description being unknown; but this lease is intended to cover all that portion of the said Allegany Indian Reservation lying in an easterly direction and upstream along the Allegany River on both sides of said Allegany River, from a line run in an easterly direction from the point in the boundary line of said reservation where the dividing line between lots numbers sixty-three and sixty-four in the town of Carrollton intersects said boundary line of said Indian reservation to a point in the northerly boundary of said Indian reservation at the southwest corner of lot number three in said town of Carrollton.

This grant and demise is made for the following purposes: The party of the first part hereby grants, leases, and demises the above-described premises unto the party of the second part, and grants to the party of the second part the sole and exclusive right to dig, bore, and mine for oil and gas upon said premises for a term of twenty years from the date of the approval of this contract by the Secretary of the Interior of the United States, or from the date of this instrument, as the party of the second part may elect, and so long as oil or gas is found upon said premises in paying quantities.

The said party of the second part to have the right of way to enter upon said premises and erect all necessary structures upon said premises, and all necessary machinery and appliances for the purpose of operating said premises for oil and gas. The said party of the second part shall so operate said premises as not to interfere any more than necessary with the use and possession of said lands by the party of the first part for agricultural purposes. And it is understood that the party of the first part shall have the use of said premises for any and all purposes except the operating for oil and gas thereon.

In consideration of the premises the party of the second part hereby covenants and agrees to pay to the party of the first part the sum of three hundred dollars (\$300) upon the execution and delivery of this contract; and the further sum of two thousand dollars when full possession of the premises hereby demised and leased is obtained by the party of the second part for the purposes herein mentioned, and oil is run therefrom to the credit of the party of the second part.

And the said party of the second part further agrees and covenants, in consideration of the premises, to deliver to the party of the first part, or to its treasurer, or to any other person or officer that it may designate to receive the same, one-eighth part of all the oil and gas found and saved from said premises during said term.

And the party of the second part, in consideration of the premises, further covenants and agrees to enter upon said premises within sixty days from the date of the approval of this contract by the Secretary of the Interior of the United States, or if the party of the second part so elects, within sixty days from the date of this instrument, and commence operation for sinking and completing an oil well on said premises, and prosecute the same with due diligence to completion; and thereafter to commence and prosecute with due diligence to completion one oil well every sixty days from the time of the completion of the said first well until fifty oil wells shall have been completed upon said premises; and after the said party of the second part has drilled and completed fifty wells upon said premises, then this lease shall thereafter be absolute and nonforfeitable during the term hereby granted, and as long as oil is found in paying quantities upon said premises.

And it is further understood and agreed that in case oil is not found upon said premises in paying quantities the party of the second part shall be under no obligation to drill or complete any well or wells upon said premises after finding that oil is not found thereon in paying quantities.

And it is further expressly understood and agreed that in case the party of the second part fails or neglects to perform any of the covenants or agreements herein contained on the part of the party of the second part, that this lease shall be absolutely null and void, and the party of the second part shall have no further right to operate said premises for oil or for any other purpose, except that in case the said party of the second part shall drill any well or wells upon said premises and find oil in paying quantities produced from such well or wells, then and in that case, the party of the second part shall be entitled to hold and operate ten acres of said premises for each well so drilled and operated by it. That is to say, if oil is found in paying quantities upon a portion of said premises and wells are sunk by the party if the second part thereon, and this contract is not performed as to the balance of said premises, the party of the second part shall have the right to abandon that portion of said premises not drilled by it, and forfeit the same to the party of the first part: *Provided, however,* That in case the party of the second part shall drill and complete upon said premises fifty oil wells as hereinbefore mentioned, then no part of the premises herein contained shall be, or be deemed to be, forfeited or abandoned by the party of the second part, and after the completion by the party of the second part of fifty oil wells upon said premises, the party of the second part shall be entitled to hold the whole of the premises herein contained during the term hereby granted, and as long as oil is found in paying quantities thereon.

It is understood and agreed that the party of the second part may at the expiration of the term hereby granted, or whenever this lease may be forfeited, remove from said premises all the machinery and appliances placed thereon by the party of the second part.

It is further expressly understood and agreed that the party of the second part shall sink all of said wells to a sufficient depth to properly test said territory.

It is expressly understood and agreed that this contract is made subject to all the alleged rights and claims of whatever name or nature which the so-called Ogden Land Company may have in the premises above described, or its assigns, which is adverse to the title of the party of the first part in and to said premises.

It is further expressly understood and agreed that none of the lands which have been allotted by the Seneca Nation of Indians to individual Indians and which are owned by individual Indians within the lands comprised in the above description of the tract of land hereby leased are included within the terms of this contract, except and unless such individual owner or owners of such allotment or allotments shall consent in writing to the occupation of their allotments, respectively, for oil and gas purposes; and in such case or cases, where such consent is obtained, this lease or contract shall comprise such parcels.

And it is further expressly understood that none of the lands which have been leased by the party of the first part under the acts of Congress providing therefor, and which are known as the "ninety-nine year leases," which are comprised with the description of the lands hereby leased, are included within the terms of this lease or contract.

It is expressly understood and agreed that in case any former lease, leases, contract, or contracts which may have been executed by the Seneca Nation of Indians are now in force and are valid and subsisting contracts for the operating of the lands above described for oil purposes, the party of the second part shall be under no obligation to perform any of the covenants, agreements, or conditions herein contained on the part of the party of the second part.

It is expressly understood and agreed that in case the party of the second part fails and neglects to perform any of the terms and conditions of this lease and perform the covenants and agreements herein contained on the part of the party of the second part, and thereby rendering this contract void, that in that case the party of the second part may surrender this contract and be under no further obligations herein or hereunder.

In witness whereof the Seneca Nation of Indians, by its president and the attestation of its clerk, has hereunto set its hand and seal this — day of December, one thousand eight hundred and ninety-six; and the party of the second part has hereunto set its hand and seal this — day of December, one thousand eight hundred and ninety-six.

Attest:

_____, Clerk of the Seneca Nation of Indians.

[SEAL.]

At a meeting of the councilors of the Seneca Nation of Indians, duly prorogued and assembled at the council house, on the Allegany Reservation, on the — day of December, 1896.

Present: William C. Hoag, president, and councilors.

A proposed lease or contract for oil purposes of a portion of the Allegany Indian

Reservation, in the State of New York, was presented to the council by the Eastern Oil Company, granting the right to operate for oil and gas upon a portion of said reservation. After due consideration by the council, the following resolution was entered in the minutes of the Seneca Nation of Indians:

Resolved, That the Seneca Nation of Indians grant said proposed lease or contract, and that the same be properly executed by the president of the nation and attested by the clerk of the nation, and that a copy of this resolution be attached to said lease or contract.

And it is further resolved, That all leases or contracts heretofore made by the Seneca Nation of Indians for oil and gas purposes upon the Allegany Indian Reservation and of lands within the Allegany Indian Reservation be, and the same hereby are, abrogated and declared to be null and void and not binding upon the Seneca Nation of Indians, such former leases or contracts not having been performed by the parties of the second part thereto, and having lapsed by reason of the nonperformance of the terms and conditions of said contracts, respectively, and the several parties of the second part, respectively, to said leases or contracts not having in good faith performed the same.

I hereby certify that the above is a true copy of a resolution duly adopted by the council of the Seneca Nation of Indians and entered in the minutes of the Seneca Nation of Indians on the — day of December, 1896.

_____,
Clerk of the Seneca Nation of Indians.

We, William C. Hoag, president of the Seneca Nation of Indians, and Alfred Jimerson, clerk of the Seneca Nation of Indians, and _____, interpreter, and Joseph R. Jewell, United States Indian agent for the New York Indians, New York Agency, New York, do hereby certify that we were each and all of us personally present at an assemblage of the councilors of the Seneca Nation of Indians on the — day of December, 1896. That the matter of the foregoing resolution and the matter of the foregoing contract or lease was fully explained and carefully interpreted to the councilors and to the Indians, and that they understood the same; and that the foregoing resolution was adopted in the usual manner and according to the laws and customs of the Seneca Nation of Indians.

Dated December —, 1896.

