

REVISED LEASING REGULATIONS  
OF JUNE 11, 1907

GOVERNING

LEASING OF LANDS

OF MEMBERS OF

THE FIVE CIVILIZED TRIBES

PREScribed BY THE SECRETARY OF THE  
INTERIOR FOR THE PURPOSE OF CARRYING  
INTO EFFECT THE PROVISIONS OF THE  
AGREEMENTS WITH THE CREEK AND  
CHEROKEE NATIONS AND THE ACT OF  
CONGRESS APPROVED APRIL 26, 1906  
(34 STAT. L., 137)



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# LEASING REGULATIONS.

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To carry out the provisions of existing law as quoted herein the following regulations governing the leasing of lands of members of the Five Civilized Tribes are hereby prescribed. All former regulations for this purpose are herein amended and consolidated.

## • CHEROKEE AGREEMENT.

[Section 72 of the act of Congress approved July 1, 1902 (32 Stat. L., 716).]

Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes, and for a period longer than five years for agricultural purposes, and for mineral purposes, may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

## CREEK AGREEMENT.

[Section 17 of the act of Congress approved June 30, 1902 (32 Stat. L., 500).]

Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes, and for a period longer than five years for agricultural purposes, and leases for mineral purposes, may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

## LEGISLATION FOR FULL-BLOOD ALLOTTEES.

[Act of Congress approved April 26, 1906 (34 Stat. L., 137).]

SEC. 19. That no full-blood Indian of the Choctaw, Chickasaw, Cherokee, Creek, or Seminole tribes shall have power to alienate, sell, dispose of, or encumber in any manner any of the lands allotted to him for a period of twenty-five years from and after the passage and approval of this act, unless such

restriction shall, prior to the expiration of said period, be removed by act of Congress; and for all purposes the quantum of Indian blood possessed by any member of said tribes shall be determined by the rolls of citizens of said tribes approved by the Secretary of the Interior: *Provided, however,* That such full-blood Indians of any of said tribes may lease any lands other than homesteads for more than one year under such rules and regulations as may be prescribed by the Secretary of the Interior; and in case of the inability of any full-blood owner of a homestead, on account of infirmity or age, to work or farm his homestead, the Secretary of the Interior, upon proof of such inability, may authorize the leasing of such homestead under such rules and regulations: *Provided further,* That conveyances heretofore made by members of any of the Five Civilized Tribes subsequent to the selection of allotment and subsequent to removal of restriction, where patents thereafter issue, shall not be deemed or held invalid solely because said conveyances were made prior to issuance and recording or delivery of patent or deed; but this shall not be held or construed as affecting the validity or invalidity of any such conveyance, except as hereinabove provided; and every deed executed before or for the making of which a contract or agreement was entered into before the removal of restrictions be, and the same is hereby, declared void: *Provided further,* That all lands upon which restrictions are removed shall be subject to taxation, and the other lands shall be exempt from taxation as long as the title remains in the original allottee.

SEC. 20. That after the approval of this act all leases and rental contracts, except leases and rental contracts for not exceeding one year for agricultural purposes for lands other than homesteads, of full-blood allottees of the Choctaw, Chickasaw, Cherokee, Creek, and Seminole tribes shall be in writing and subject to approval by the Secretary of the Interior and shall be **absolutely** void and of no effect without such approval: *Provided,* That allotments of minors and incompetents may be rented or leased under order of the proper court: *Provided further,* That all leases entered into for a period of more than one year shall be recorded in conformity to the law applicable to recording instruments now in force in said Indian Territory.

## OIL AND GAS AND OTHER MINERAL LEASES.

### HOW TO PROCURE APPROVAL OF A LEASE.

1. Oil and gas and other mineral leases requiring the approval of the Secretary of the Interior shall be made for a period not longer than fifteen years for adults; in cases of minors leases shall expire at majority of lessor; all leases shall be executed upon forms prescribed herein.

2. All leases shall be in quadruplicate, and, with the papers required, shall be filed within thirty days from and after the date of execution by the lessor with the United States Indian agent at Union Agency, Muskogee, Ind. T.

3. The act of Congress approved March 1, 1907 (35 Stat. L., 1015), provides:

The filing heretofore or hereafter of any lease in the office of the United States Indian agent, Union Agency, Muskogee, Indian Territory, shall be deemed constructive notice.

4. Allottees are permitted to execute leases after formal application for allotment has been accepted.

5. No person, firm, or corporation will be allowed to lease, within the territory occupied by the Five Civilized Tribes, for the purpose of producing oil or gas, more than 4,800 acres of land in the aggregate.

6. Oil and gas leases shall be accompanied, when filed, with application, made under oath, on blank prescribed, Form B; leases for other mineral purposes shall be accompanied by applications on Form H. These applications shall state specifically with what other persons, firms, or corporations the lessee is interested, either directly or indirectly, in oil and gas or other mining leases or lands in the Five Civilized Tribes.

7. Lessees shall satisfy the Department that the leases are taken in good faith for operation and not for speculation, and that they have the business capacity and financial ability to carry out all the terms of such leases.

Certificate showing a certain amount of cash in bank—heretofore known as Form C—is no longer required. Instead, lessees shall embody a statement of their financial condition and their experience in oil, gas, or other business in the application, Form B. The standing of the lessees must be vouched for upon such application either by two officers of separate national banks or by one national bank officer and the manager of an oil-well supply company, or some other commercial enterprise with which the applicant has had extensive business relations. The Department in every case reserves the right at any time to make further inquiry as to the standing and business ability of any prospective lessee.

Where the lessee is a corporation, its first application must be accompanied by a sworn statement of its proper officer, showing:

The total number of shares of the capital stock actually issued, and specifically the amount of cash paid into the treasury on each share sold; or, if paid in property, state kind, quantity, and value of the same paid per share.

Of the stock sold how much per share remains unpaid and subject to assessment.

How much cash the company has in its treasury and elsewhere, and from what sources it was received.

What property, exclusive of cash, is owned by the company, and its value.

What the total indebtedness of the company is, and specifically the nature of its obligations.

Subsequent applications of corporations should show briefly the aggregate amounts of assets and liabilities.

8. Corporations, with their first application, shall file one certified copy of articles of incorporation, and, if a foreign corporation, evidence showing compliance with local corporation laws; also a list showing officers and stockholders, with post-office addresses and

number of shares held by each. Statements of any changes of officers or any changes in or additions of stockholders shall be furnished to the Indian agent on January 1 and July 1 of each year, and at any other time when requested; affidavits are required of individual stockholders setting forth in what companies or with what persons or firms they are interested in oil or gas mining leases or lands in the Five Civilized Tribes, and whether they hold such stock for themselves or in trust. Evidence shall also be given—in a single affidavit (see Form E)—by the secretary of the company, or by the president, showing authority of officers to execute lease, bond, and other papers.

9. Where lessor is a minor there must be filed—

Certified copy of letters of guardianship.

Certified copy of court orders authorizing and confirming lease.

Proof of age of minor, preferably affidavit of parent or parents.

10. Lessees must procure and file with each lease one affidavit of the Indian lessors, made before a United States commissioner or Indian agent, showing that lease is understood, what the bonus agreements are, etc. (See Form D, prescribed, which also covers lessee's affidavit of bonus and no development.)

11. Leases of undivided inherited lands will be approved only in cases where all the heirs join in the lease and must be accompanied by satisfactory proof that the lessors are the only heirs of the deceased allottee. Minor heirs can lease or join adult heirs in leasing only through guardians under order of court. Proof of heirship shall be given upon Form F, prescribed.

If probate or other court proceedings have established the heirship in any case or the land has been partitioned, certified copy of final order, judgment, or decree of the court will be accepted in lieu of Form F, mentioned above.

12. Hereafter lessees are required to furnish with each lease, to be filed at the time the lease is presented, a bond upon Form C, with two or more sufficient sureties, or with a surety company duly authorized to execute bonds, guaranteeing the payment of all royalties and rents at the time and in the manner specified in the lease and the regulations applicable, and performance of all covenants and agreements named in the lease to be paid and performed by the lessee. Such bond for oil and gas leases shall be in amount as follows: For leases covering 40 acres and less than 80, \$1,000; for those covering 80 acres and less than 120, \$1,500; for those covering 120 acres and not more than 160, \$2,000, and for each 40-acre tract or fractional part thereof above 160 acres an additional amount of \$500, but the right is specifically reserved to increase the amount of such bond above the sums named in any particular case where the Secretary of the Interior deems it proper to do so. Bonds covering other mineral leases shall be in such sum as may be fixed by the Secretary of the Interior. In leases here-

tofore presented for which bonds have not been furnished bond must be filed within thirty days from receipt of notice calling therefor.

13. The Indian agent at Union Agency, or other Government officer having the matter in charge or under investigation, may, at any time, either before or after approval of a lease, call for and secure any additional information desired to carry out the purpose of these regulations, and such information shall be furnished within the time specified in the request therefor.

14. When a lessee fails to furnish within the time specified, papers necessary to put his lease and bond in proper form for consideration, the Indian agent at Union Agency is directed to forward such lease immediately for disapproval.

#### ROYALTIES.

15. The royalty on oil shall not be less than 10 per cent of the gross proceeds of all oil produced from the leased premises, payment to be made at the time of sale or disposition of the oil.

16. From and after July 1, 1907, the royalty on gas-producing wells, irrespective of whether the leases were heretofore or shall hereafter be approved, shall be as follows:

Where the capacity of a well is tested at 3,000,000 cubic feet or less per day of twenty-four hours, \$150 per annum, and where the capacity is more than 3,000,000 cubic feet per day, \$50 for each additional 1,000,000 cubic feet or fraction thereof.

The capacity of wells shall be determined, under the supervision of the Secretary of the Interior, before utilized and annually thereafter, the amount of royalty to be based on such determination.

Where the lessee desires to retain the gas-producing privilege of any well, but not to utilize the gas for commercial purposes, he shall pay an annual rental of \$50 in advance, beginning from the date of discovery of gas, and to be paid within thirty days therefrom.

Except in cases of emergency, which shall not exceed ten days, not more than 75 per cent of the capacity of any gas well shall be utilized.

Evidence of date of discovery of gas wells and the beginning of utilization must be properly furnished in the form of a sworn statement.

Where wells produce both oil and gas, or gas alone in limited quantities, lessees may dispose of the gas for drilling at a rate of not less than 5 cents per foot of drilling done, and for pumping at a rate not less than \$1 per month for each well pumped. The gas so used shall be included in the regular reports of production.

17. The royalty on coal shall not be less than 8 cents per ton of 2,000 pounds on mine run, or coal as it is taken from the mines, including what is commonly called "slack."

18. The royalty on asphaltum shall not be less than 10 cents per ton of 2,000 pounds on crude asphalt, or 60 cents per ton on refined asphalt.

19. Application for leasing of gold, silver, iron, shale, limestone, or other mineral not specified in these regulations, may be submitted, and the royalty thereon shall be fixed after a special investigation in each particular case by the Secretary of the Interior.

20. All royalties, rents, or payments due under leases which have been or may be approved by the Secretary of the Interior, shall be paid to the United States Indian agent at Union Agency, Muskogee, Ind. T., or to such other person as may be designated by the Secretary of the Interior, for the benefit of the various lessors, or, in cases of minors and incompetents, shall be deposited as hereinafter specified. No royalties on such leases shall be paid by the lessee direct to the lessors or their representatives.

All remittances to the United States Indian agent at Union Agency shall be made in St. Louis exchange, except that where this can not be procured, post-office or express money order will be accepted.

Royalty on oil, coal, or other minerals produced in each month (except yearly payments on gas wells as herein mentioned) shall be paid on or before the 25th day of the month next succeeding.

21. With the consent of the United States Indian agent, lessees may make arrangements with the purchasers of oil for the payment of the royalty to the United States Indian agent by such purchasers, but such arrangement, if made, shall not operate to relieve lessees from the responsibility for the payment of the royalty, should such purchaser fail, neglect, or refuse to pay the royalty when it becomes due.

Where lessees avail themselves of this privilege, division orders, permitting the pipe-line companies or other purchasers of the oil to withhold the royalty interest, shall be executed and forwarded to the Indian agent for approval before wells are brought in, as pipe-line companies are not permitted to accept or run oil from Indian leases until after the approval of division orders showing that the lessee has a lease regularly approved and in effect.

22. Advance royalty shall be paid annually from the date of the lease in sums of not less than 15 cents per acre per annum for the first and second years; 30 cents per acre per annum for the third and fourth years, and 75 cents per acre per annum for the fifth and each succeeding year thereafter for the term for which the lease shall run, the sums thus paid to be credited on the stipulated royalties on actual production.

On and after July 1, 1907, the first year's annual advance royalty, calculated from the date of the lease, shall be tendered at the time of the filing of the lease in the office of the United States Indian agent at Union Agency, and on all leases pending in the office of the agent

on that date the annual advance royalty due under the terms thereof shall be paid on or before July 31, 1907, or such leases may be disapproved.

When the annual advance royalty becomes due on a leased tract from which oil, gas, or other minerals are being produced the lessee will not be required to pay that item until the royalty on the production during the month within which the advance royalty falls due is accounted for; and if the royalty on production equals or exceeds the advance royalty, it will be accepted as covering both items, but if it does not equal the advance royalty due, the lessee shall include the difference with his payment on production.

23. An oil and gas lessee shall drill at least one well on each leasehold within twelve months from the date of the approval of bond, or may further delay operations by paying within twenty-five days after the end of the year \$1 per acre per annum for each leasehold. Operations may be so delayed upon making the annual payments required for a period not exceeding five years from May 22, 1906, except where bonds are approved subsequent to that date, in which event the period of delay shall run from the date of the approval of the bond. A failure to drill within one year or to make the payment required within twenty-five days after the end of the year shall subject the lease to forfeiture without further notice to the lessee.

The Secretary of the Interior may at any time require any lessee immediately to develop a leased tract or offset wells on adjacent tracts should he determine that the interests of the lessor demand such action.

24. Monthly sworn reports accompanying royalty remittances shall be made by each lessee within twenty-five days from the close of each month for the month preceding, covering all operations, whether there has been production or not, except that where division orders have been approved and the royalty paid by the pipe-line company or other purchaser of oil, lessees need not make monthly reports direct.

A lessee may include within one sworn statement all leases upon which there is no production or upon which dry holes have been drilled.

Quarterly reports, whether or not oil royalty is paid by pipe-line company or other purchaser, shall be made by each lessee within twenty-five days after December 31, March 31, June 30, and September 30 of each year, upon forms provided, showing manner of operations and total production during such quarter.

Sworn reports of gas wells shall be made both when discovered and when utilized.

25. All royalties, rents, or payments accruing under any lease made for or on behalf of any minor or incompetent shall be deposited by the Indian agent or other Government officer to whom paid, to the

credit of the guardian or curator of such minor or incompetent, in some national bank or banks designated by the Commissioner of Indian Affairs, and may be withdrawn therefrom by such guardian or curator, with the consent of the United States Indian agent, in sums not exceeding \$50 per month unless otherwise ordered by the court. Sums in excess of \$50 per month may be withdrawn on order of the proper court and not otherwise. Such designated banks shall furnish satisfactory surety bonds, to be approved by the Secretary of the Interior, guaranteeing the safe care and custody of the funds so deposited.

#### OPERATIONS.

26. Operations upon land covered by any lease requiring the approval of the Secretary of the Interior are not permitted until after such lease and satisfactory bond are regularly approved and official notice thereof given.

27. Lessees must drill at least one well upon land covered by each lease within twelve months from the date of the approval of bond; failure to so drill subjects the lease to cancellation, except the time for drilling may be extended upon the payment of an annual rental. (See section 23.) Should the interests of the lessor so demand, the Department reserves the right to require any lessee to develop a leased tract immediately.

28. Lessees shall not be allowed to drill within 200 feet of the division lines between lands covered by their leases and adjoining lands, except in cases where wells on adjoining tracts are drilled at a less distance, in which case lessees may offset such wells by drilling at an equal distance from the line; and provided further, that in cases where the dimensions of leased tracts do not permit drilling 200 feet from the lines, wells may be drilled at points halfway between lines which are 400 feet or less apart.

29. Lessees shall agree to allow the lessors and their agents, or any authorized representative of the Interior Department, to enter, from time to time, upon and into all parts of the leased premises for the purposes of inspection, and shall further agree to keep a full and correct account of all operations and make reports thereof, as required, and their books and records showing manner of operations and persons interested shall be open at all times for the examination of such officers of the Department as shall be instructed in writing by the Secretary of the Interior to make such examination.

30. Lessees or operators using natural gas for outside illumination, or in connection with operations carried on under approved oil and gas leases covering lands within the territory of the Five Civilized Tribes, are required to use the device known as a "Storm burner," or other burner consuming not more than 15 cubic feet of gas per

hour. Such lamps shall not be lighted earlier than 5 o'clock in the afternoon and shall be extinguished not later than 8 o'clock each morning, and not more than four such lights shall be used in drilling one well. Stopcocks shall be placed on all pipes used for conveying gas to burning devices of any character, and the gas shall be shut off at all times when not in use. Boilers using gas for fuel shall have smokestacks or chimneys not less than 12 feet in height.

31. Operators upon approved leases within the territory of the Five Civilized Tribes are required to use all possible diligence to prevent any unnecessary waste of natural gas. Operators in possession of any gas well shall, within five days after gas bearing sand or rock is penetrated, shut in and confine such gas in the well except so much of the product as can be utilized. Lessees or operators shall pay to the United States Indian agent at Union Agency, Muskogee, Ind. T., the sum of \$10 per day for each well during the time such well or wells are allowed to go uncontrolled or uncared for, unavoidable accidents excepted, and a failure on the part of the lessees or operators to prevent a waste of gas will further subject the lease to cancellation by the Secretary of the Interior after due notice.

In cases where oil-bearing strata are found at a greater depth than gas-bearing sand, packers and two strings of casing shall be used, so that waste of the gas from the first sand shall be prevented, thereby securely shutting in and preserving the gas.

32. All lessees or operators producing crude oil and natural gas within the territory of the Five Civilized Tribes shall, in a practical and workmanlike manner, plug all of their dry and abandoned oil and gas wells at a proper depth with wood or sediment, so as to exclude all water from the oil or gas bearing rock or sand, before the casing is drawn from the said well, in a manner satisfactory to the Secretary of the Interior or his authorized representative. With respect to wells in which no oil or gas bearing strata are encountered, the operator or person having custody or control of such a well at the time it is abandoned shall fill the bottom of the hole solidly for at least 25 feet with sand pumpings, gravel, and pulverized rock. Immediately on top of such filling shall be seated a dried pine plug of not less than 2 feet in length and of a diameter of not less than one-fourth inch less than the inside diameter of the casing. Upon this plug another filling of at least 25 feet of sand pumpings or other mineral substance shall be made, upon which there shall be seated a second seasoned wooden plug and the well again filled for at least 25 feet with similar filling material. After the casing has been drawn from such well, there shall be immediately seated at the point where such casing was seated a cast-iron ball or tapered wooden plug at least 2 feet in length, the diameter of which ball or the top of which plug shall be greater than that of the hole below the

point where such casing was seated, and above such ball or plug such well shall be solidly filled with the aforesaid filling material for at least a distance of 50 feet. The hole should then be closed or marked. Every lessee or operator shall pay to the United States Indian agent at Union Agency, Muskogee, Ind. T., for the use of the lessor, the sum of \$10 per day for each well during the time such well or wells remain uncapped or unplugged.

33. Lessees shall provide proper tankage, of suitable shape for accurate measurement, into which all production of crude oil shall be conducted direct from wells through pipes or other closed connections. Where a lease covers a homestead and surplus lands and such surplus lands are sold, separate tankage must be supplied for the homestead tracts and oil extracted therefrom reported separately. If the contents of such tanks are disposed of in any manner other than to a purchaser to whom a division order has been approved, or removed from the leased premises, accurate measurement shall first be made and the production reported and royalty thereon paid to the United States Indian agent in the usual manner.

In cases of emergency, where the capacity of new wells is such that lessees are unable immediately to provide proper tankage, production may be conducted to open ponds, or earthen tanks, but in no case shall any embankment exceed 15 feet in height. Such ponds or tanks shall be so constructed as to minimize the danger of overflow or collapse, or damage to crops or adjacent property.

Crude oil run into earthen tanks in cases of emergency, as indicated above, shall not be allowed to remain in such earthen tankage for a longer period than fifteen days, except that where lessees desire to so store their oil, and after it has been properly gauged and royalty paid thereon, such tankage may be used when so constructed as to remove all reasonable danger of fire, overflow, and damage to other property. The right is reserved to supervise the construction of earthen tanks where deemed necessary.

Oil to be temporarily held or stored in earthen tankage must be run from the wells into receiving tanks capable of accurate measurement, and then gauged before being turned into earthen tankage.

34. Oil shall not be sold to a regular pipe-line company until a division order is approved by the United States Indian agent at Union Agency. Should the lessee desire to sell oil or remove it from the leased premises in any other manner such sale or removal shall not be made until first authorized by the Indian agent.

Oil operators or their authorized representatives shall actually be present when oil taken under division orders is run by pipe-line companies, and shall be responsible for the correct measurement and report of oil so run; otherwise, the approval of division order may be revoked.

35. Whenever operators desire to secure from allotted lands timber for rigs, transmission of power, foundations, or for any other purpose, they must first obtain the consent of the allottee and properly compensate the owner of the timber therefor.

36. Lessees shall keep a true and correct record of each well drilled, including a complete log made at the time of drilling, and, whenever requested by properly authorized officers of the Interior Department, shall furnish a copy of such record and log, duly certified.

37. Lessees are required, when so requested, to file a plat of their leases showing exact locations of all producing oil or gas wells, dry wells, proposed locations, tanks, power houses, pumping stations, etc. Such plats, when desired, should also show locations of dry or producing wells upon adjoining tracts.

38. Lessees are not permitted to locate either tanks or wells within 200 feet of any building used as a dwelling, granary, or shelter for stock, except where actually necessary to offset wells upon adjoining tracts.

39. All "B. S." or refuse from tanks or wells shall be drained off into proper receptacles, at a safe distance from the tanks, wells, or buildings, to the end that it may be disposed of by being burned or transported from the premises; but in no case shall it be permitted to flow over the surface of the land to the injury of any surrounding property or to the pollution of any stream. Salt water or any other product from any oil or gas well, not marketable, shall not be permitted to run into any tanks or pools used for watering stock.

#### ASSIGNMENTS.

40. No lease or any interest therein, by working or drilling contract or otherwise, or the use thereof, directly or indirectly, shall be sublet, assigned, or transferred without the consent of the Secretary of the Interior; and if at any time the Secretary of the Interior is satisfied that the provisions of any lease, or that any of the regulations heretofore or that may be hereafter prescribed have been violated, he reserves authority, after ten days' notice to the parties, to cancel and annul such lease without resorting to the courts and without further proceedings, and the lessor shall be entitled to immediate possession of the land.

Any lessee desiring to transfer or assign his lease, or any interest therein, shall make application to the Indian agent, stating the reasons therefor, and when such application is approved by him, formal assignment papers in quadruplicate may be entered into and filed with the Indian agent for transmission to the Secretary of the Interior. The acceptance by the prospective assignee and consent of the surety company shall be filed on the form prescribed herein—  
G. Financial showing and other papers as required of original

lessees must be furnished by the assignee, and the parts of the lease distributed to the lessee and lessor should be returned for indorsement. No assignment shall be allowed without notice first having been given the lessor of the application.

#### CANCELLATIONS.

41. Where a lessee makes an application for the cancellation of an approved lease, all royalties or rentals due up to the date of the application for cancellation must be paid before such application will be considered, and the parts of the lease delivered to the lessor and the lessee should be surrendered.

42. For the failure on the part of the lessee to comply with any rule or regulation, or any obligation in the lease, the Secretary of the Interior may revoke his approval of any lease after due notice to the lessee.

#### FORMS.

43. Applications, leases, and other papers must be upon forms prepared by the Department, and upon application the Indian agent at Muskogee, Ind, T., will furnish prospective lessees with such forms at a cost of \$1 per set. Copies of such forms are printed herewith.

##### *Set 1.*

Form A. Oil and gas lease; separate forms for Creek, Cherokee, and full bloods.

Form B. Application for oil and gas lease, including financial showing.

Form C. Bond.

Form D. Affidavit of Indian lessor, proof of bonus, etc.

Form E. Authority of officers to execute papers.

Form F. Proof of heirship.

Form G. Assignment.

##### *Set 2.*

Form H. Application for mineral lease, other than oil and gas.

Form I. Coal and asphalt lease.

Form J. Lease for minerals, other than oil and gas or coal and asphalt.

Form K. Agricultural lease.

Form L. Grazing lease.

Form M. Affidavit of personal surety to accompany bond.

44. These regulations shall be applicable to leases heretofore made and approved, as well as those hereafter entered into.

#### AGRICULTURAL AND GRAZING LEASES.

45. Allottees other than of full blood of the Creek and Cherokee nations who desire to lease for terms longer than five years for agricultural purposes and one year for grazing purposes are required under existing law to have their leases approved by the Secretary of the Interior. Agricultural and grazing leases for shorter terms made by citizens other than full bloods do not require approval.

Allottees enrolled as *full-blood members* of the Choctaw, Chickasaw, Creek, Cherokee, and Seminole tribes can lease their allotments for a period longer than one year only with the approval of the Secretary of the Interior, and their homesteads only in case of their inability, on account of infirmity or age, to work or farm them. And where leases are submitted for approval covering the homestead land the affidavit of a physician or other satisfactory evidence must be furnished showing the inability of the allottee to work or farm his homestead and the reason therefor.

Agricultural leases from full-bloods will not be made for a longer period than five years. Agricultural and grazing leases made under these regulations shall be upon the forms prescribed herein.

In case it is desired to lease both the homestead and surplus of the full-blood allottee, separate leases shall be submitted.

46. All leases shall be in quadruplicate, and, with the papers required, shall be filed within thirty days from and after the date of execution with the United States Indian agent at Union Agency, Muskogee, Ind. T.

The Indian agent will make a full investigation to ascertain whether an allottee comes within the purview of the law, and in case of a lease upon homestead lands whether it will be to the best interests of the allottee to lease such homestead, and whether the consideration named in the lease is a fair one. He will also ascertain the character and responsibility of the prospective lessee.

47. Lessees shall be required to furnish a bond executed by two or more sufficient sureties, each of whom must justify under oath to an amount equal to the entire rental, guaranteeing the payment of all rents at the time and in the manner specified in the lease and the performance of all covenants and agreements named in the lease.

48. The lessee, when requested, shall furnish any additional information required by the Department. The general rules herein prescribed for oil and gas leases will be followed so far as applicable to agricultural and grazing leases, particularly as to corporations.

49. The enforcement of these regulations in the field and the general supervision of oil and gas operations thereunder shall be under the direction of the Commissioner to the Five Civilized Tribes in the Indian Territory after July 1, 1907.

C. F. LARRABEE,

*Acting Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,

Washington, D. C., June 11, 1907.

Approved:

JAMES RUDOLPH GARFIELD,

*Secretary.*

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# FORMS

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[FORM A.—FOR FULL-BLOOD INDIANS OF THE FIVE CIVILIZED TRIBES.]

**LEASE—TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.**

**OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, \_\_\_\_\_ NATION, INDIAN TERRITORY.**

[Secs. 19 and 20, act of April 26, 1906.]

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this..... day of ....., A. D. 190.., by and between .....

....., of ..... part.. of the first part, lessor..., and .....

..... of ..... part.. of the second part, lessee.., under and in pursuance of the provisions of sections 19 and 20 of the act of Congress approved April 26, 1906, and the regulations prescribed by the Secretary of the Interior thereunder,

Witnesseth: That the part.. of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the part.. of the second part, ..... heirs, successors, and assigns, do.. hereby demise, grant, and let unto the part.. of the second part, ..... heirs, successors, and assigns, for the term of ..... years from the date hereof, all of the oil deposits and natural gas in or under the following-described tract of land, lying and being within the ..... Indian Nation and within the Indian Territory, to wit: The .....

..... of section ....., township ....., range ....., of the Indian Meridian, and containing ..... acres, more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the part... of the second part hereby agree... and bind ....., ..... heirs, successors, and assigns, to pay or cause to be paid to the

United States Indian agent, Union Agency, Indian Territory, for the lessor . . . as royalty, the sum of . . . . . per cent of the gross proceeds, on the leased premises, of all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of the oil; and the lessee shall pay on each gas-producing well utilized where the capacity is tested at three million cubic feet or less per day of twenty-four hours, one hundred and fifty dollars per annum, and where the capacity is more than three million cubic feet per day, fifty dollars for each additional million cubic feet or fraction thereof. The lessor . . . shall have the free use of gas for lighting and warming his residence on the premises. It is further agreed that a failure on the part of the lessee . . . to use a gas-producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessee . . . desire . . . to retain gas-producing privileges . . . . . shall pay a royalty of fifty dollars per annum, in advance, on each gas-producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of gas.

And the part . . . of the second part further agree . . . and bind . . . . . heirs, successors, and assigns, to pay, or cause to be paid to the said agent, for lessor . . . , as advance annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years, and seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties; and further, that should the part . . . of the second part neglect or refuse to pay such advance annual royalty for the period of sixty days after the same becomes due and payable, the Secretary of the Interior, after ten days' notice to the parties, may declare this lease null and void, and all royalties paid in advance shall become the money and property of the lessor . . .

The part . . . of the second part further covenant . . . and agree . . . to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the part . . . of the second part fail, neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, be declared null and void, after ten days' notice to the parties; provided that the lessee . . . shall have the privilege of delaying operations for a period not exceeding five years from the date of the approval of the bond to be furnished in connection herewith, by paying to the United States Indian agent, Union Agency, Indian Territory, for the use and benefit of the lessor . . . , in addition to the required annual advance royalty, the sum of one dollar per acre per annum for each leased tract remaining undeveloped, but the lessee . . . may be required to immediately develop the tracts leased, should the Secretary of the Interior determine that the interests of the lessor . . . demand such action.

The part . . . of the second part further agree . . . to carry on operations in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste on said land, and to suffer no waste to be committed upon the portion in . . . . . occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part . . . of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said part . . . of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting the tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part . . . of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that . . . . . will not permit any nuisance to be maintained on the premises under . . . . . control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that . . . . . will not use such premises for any other purposes than those authorized in this

lease, and that before abandoning any well . . . . . will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And the said part . . of the second part further covenant . . and agree . . that . . . . . will keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchasers, and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in said prospecting and mining operations, and upon all of the unsold oil obtained from the land herein leased, as security for the payment of said royalty.

And it is mutually understood and agreed that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the . . . . . Nation and that this lease, or any interest therein, shall not, by working or drilling contract or otherwise, or the use thereof, directly or indirectly, be sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, and that should . . . . . or . . . . . sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or any of the regulations, or fail for the period of sixty days to pay the stipulated royalties provided for herein, then the Secretary of the Interior, after ten days from notice to the parties hereto, shall have the right to avoid this indenture of lease and cancel the same, when all the rights, franchises, and privileges of the lessee . . , . . . . . sublessees, heirs, executors, administrators, successors, or assigns hereunder, shall cease and end without resorting to the courts and without further proceedings, and the lessor . . shall be entitled to immediate possession of the leased land and the permanent improvements located thereon.

If the lessee . . make . . reasonable and bona fide effort to find and produce oil in paying quantity, as herein required of . . . . . , and such effort is unsuccessful, . . . . . may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all . . . . . then accrued and payable obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further expressly agreed that this lease is made with full knowledge of the fact that under the regulations prescribed by the Secretary of the Interior governing the leasing of lands of allottees of the Five Civilized Tribes, Indian Territory, lessees are prohibited from being directly or indirectly interested in leases, in their own names or in the names of other persons, or as owners or holders of stock in corporations, or as members of associations, covering an aggregate of more than 4,800 acres of land in the Choctaw, Chickasaw, Cherokee, Creek, and Seminole Nations, that the said prohibition is made a part and condition of this lease, and that the Secretary of the Interior reserves the right to cancel leases at any time during the period for which they are to run, after notice as herein mentioned, when he is satisfied that the terms of the lease or of the regulations heretofore or hereafter prescribed have been violated in any particular, and . . . . . further agree . . not to transfer, assign, or sublet, by working or drilling contract or otherwise, or allow the use of the land leased, or any oil or gas in or under it, without first obtaining the consent of the Secretary of the Interior, and that any violation of the lease or of the regulations heretofore or hereafter prescribed by the Secretary of the Interior, respecting oil and gas leases in the . . . . . Nation, shall render this lease subject to cancellation, after ten days from receipt by . . . . . of notice, in the discretion of the Secretary of the Interior, whose declaration of cancellation shall be effective without resorting to the court and without further proceedings, and that the lessor . . shall then be entitled to immediate possession of the land.

If, at any time, the Secretary of the Interior, after due notice to the persons or parties interested, determines that any person, partnership, or corporation has, by means of stock ownership or otherwise, directly or indirectly, obtained and holds interests in leases of oil and gas properties in said Territory, said leases covering, in the aggregate, an area of more than 4,800 acres, and further finds that the property herein leased is a part of said aggregate

area, then the Secretary of the Interior may cancel this lease in the same manner as provided for in the case of any violation of the terms of said lease.

It is further agreed and understood that before this lease shall be in force and effect, the lessee shall furnish a bond to the satisfaction of the Secretary of the Interior, in accordance with the regulations prescribed by him, which shall be deposited and remain on file in the Indian Office.

In witness whereof, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

.....[SEAL.]  
.....[SEAL.]  
.....[SEAL.]

ATTEST:

Two witnesses to execution by lessor:

P. O. ....

P. O. ....

Two witnesses to execution by lessee:

P. O. ....

P. O. ....

UNITED STATES OF AMERICA, INDIAN TERRITORY,

..... Judicial District, ss:

Be it remembered that on this day came before me, the undersigned .....  
within and for the ..... judicial district of the Indian Territory aforesaid, duly  
commissioned and acting as such, .....

to me personally well known as ..... the part.. lessor.. in the within and foregoing  
lease, and stated that ..... executed the same for the consideration and purposes therein  
mentioned and set forth, and I do hereby so certify.

Witness my hand and seal as such ..... on this ..... day of  
....., 190...

(My commission expires .....)

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

OIL AND GAS MINING LEASE.  
(Full-blood)

..... NATION, IND. T.

TO

OF

Sec. .... Tp. ...., Range. ...., in the  
..... Nation, Indian Territory.  
Dated. ...., 190..  
Expires. ...., 19..

} ss.

Filed for record this ..... day of  
....., 190.., at  
..... o'clock, ..... m.

By .....

DEPARTMENT OF THE INTERIOR,  
U. S. INDIAN SERVICE,  
UNION AGENCY,

*Muskegee, Ind. T.*, ..... , 190..

The within lease is forwarded to the  
Commissioner of Indian Affairs with rec-  
ommendation that it be .....  
See my report of even date.

.....  
*U. S. Indian Agent.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,

*Washington, D. C.*, ..... , 190..

Respectfully submitted to the Secretary  
of the Interior, with recommendation that  
it be.....

.....  
*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C.*, ..... , 190..

.....  
*Secretary of the Interior.*

[FORM A.—CHEROKEE—OTHER THAN FULL-BLOODS.]

**LEASE—TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.**

**OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION, INDIAN TERRITORY.**

[Sec. 72, act of July 1, 1902, 32 Stat. L., 716, 726.]

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate, on this \_\_\_ day of \_\_\_\_\_, A. D. 190\_\_\_, by and between\_\_\_\_\_

\_\_\_\_\_, of \_\_\_\_\_, part\_\_ of the first part, lessor\_\_\_, and\_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ part\_\_ of the second part, lessee\_\_\_, under and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.

Witnesseth, That the part\_\_ of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the part\_\_ of the second part, \_\_\_\_\_ heirs, successors, and assigns, do\_\_ hereby demise, grant, and let unto the part\_\_ of the second part, \_\_\_\_\_ heirs, successors, and assigns, for the term of \_\_\_\_\_ years from the date hereof, all of the oil deposits and natural gas in or under the following-described tract of land, lying and being within the Cherokee Indian Nation and within the Indian Territory, to wit: The \_\_\_\_\_

\_\_\_\_\_ of section \_\_\_\_\_, township \_\_\_\_\_, range \_\_\_\_\_, of the Indian Meridian, and containing \_\_\_\_\_ acres, more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the part\_\_\_ of the second part hereby agree\_\_\_ and bind\_\_\_\_\_, \_\_\_\_\_ heirs, successors, and assigns, to pay or cause to be paid to the United States Indian agent, Union Agency, Indian Territory, for the lessor\_\_\_, as royalty, the sum of \_\_ per cent of the gross proceeds, on the leased premises, of all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of the oil; and the lessee shall pay on each gas-producing well utilized where the capacity is tested at three million cubic feet or less per day of twenty-four hours, one hundred and fifty dollars per annum, and where the capacity is more than three million cubic feet per day, fifty dollars for each additional million cubic feet or fraction thereof. The

lessor-- shall have the free use of gas for lighting and warming his residence on the premises. It is further agreed that a failure on the part of the lessee-- to use a gas-producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessee-- desire-- to retain gas-producing privileges----- shall pay a royalty of fifty dollars per annum, in advance, on each gas-producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of gas.

And the part-- of the second part further agree-- and bind-----, ----- heirs, successors, and assigns, to pay, or cause to be paid to the said agent, for lessor--, as advance annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years, and seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties; and further, that should the part-- of the second part neglect or refuse to pay such advance annual royalty for the period of sixty days after the same becomes due and payable, the Secretary of the Interior, after ten days' notice to the parties, may declare this lease null and void, and all royalties paid in advance shall become the money and property of the lessor--.

The part-- of the second part further covenant-- and agree-- to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the part-- of the second part fail, neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, be declared null and void, after ten days' notice to the parties; provided that the lessee-- shall have the privilege of delaying operations for a period not exceeding five years from the date of the approval of the bond to be furnished in connection herewith, by paying to the United States Indian agent, Union Agency, Indian Territory, for the use and benefit of the lessor--, in addition to the required annual advance royalty, the sum of one dollar per acre per annum for each leased tract remaining undeveloped, but the lessee-- may be required to immediately develop the tracts leased, should the Secretary of the Interior determine that the interests of the lessor-- demand such action.

The part-- of the second part further agree-- to carry on operations in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste on the said land, and to suffer no waste to be committed upon the portion in ----- occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part-- of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said part-- of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting the tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part-- of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that ----- will not permit any nuisance to be maintained on the

premises under \_\_\_\_\_ control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that \_\_\_\_\_ will not use such premises for any other purposes than those authorized in this lease; and that before abandoning any well \_\_\_\_\_ will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And the said part\_\_ of the second part further covenant\_\_ and agree\_\_ that \_\_\_\_\_ will keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchasers, and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in said prospecting and mining operations, and upon all of the unsold oil obtained from the land herein leased, as security for the payment of said royalty.

And it is mutually understood and agreed that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Five Civilized Tribes, and that this lease, or any interest therein, shall not, by working or drilling contract or otherwise, or the use thereof, directly or indirectly, be sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, and that should \_\_\_\_\_ or \_\_\_\_\_ sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or any of the regulations, or fail for the period of sixty days to pay the stipulated royalties provided for herein, then the Secretary of the Interior, after ten days from notice to the parties hereto, shall have the right to avoid this indenture of lease and cancel the same, when all the rights, franchises, and privileges of the lessee\_\_, \_\_\_\_\_, sublessees, heirs, executors, administrators, successors, or assigns hereunder, shall cease and end without resorting to the courts and without further proceedings, and the lessor\_\_ shall be entitled to immediate possession of the leased land and the permanent improvements located thereon.

If the lessee\_\_ make\_\_ reasonable and bona fide effort to find and produce oil in paying quantity, as herein required of \_\_\_\_\_, and such effort is unsuccessful, \_\_\_\_\_ may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all \_\_\_\_\_ then accrued and payable obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further expressly agreed that this lease is made with full knowledge of the fact that under the regulations prescribed by the Secretary of the Interior governing the leasing of lands in the Cherokee Nation, Indian Territory, lessees are prohibited from being directly or indirectly interested in leases, in their own names or in the names of other persons, or as owners or holders of stock in corporations, or as members of associations, covering an aggregate of more than 4,800 acres of land in the Choctaw, Chickasaw, Creek, Cherokee, and Seminole nations, that the said prohibition is made a part and condition of this lease, and that the Secretary of the Interior reserves the right to cancel leases at any time during the period for which they are to run, after notice as herein mentioned, when he is satisfied that the terms of the lease or of the regulations heretofore or hereafter prescribed have been violated in any particular, and \_\_\_\_\_ further agree\_\_ not to transfer, assign, or sublet, by working or drilling contract or otherwise, or allow the use of the land leased, or any oil or gas in or under it, without first obtaining the consent of the Secretary of the Interior, and that any violation of the lease or of the regulations heretofore or hereafter prescribed by the Secretary of the Interior, respecting oil

and gas leases in the Cherokee Nation, shall render this lease subject to cancellation, after ten days from receipt by \_\_\_\_\_ of notice, in the discretion of the Secretary of the Interior, whose declaration of cancellation shall be effective without resorting to the court and without further proceedings, and that the lessor\_\_ shall then be entitled to immediate possession of the land.

. If, at any time, the Secretary of the Interior, after due notice to the persons or parties interested, determines that any person, partnership, or corporation has, by means of stock ownership or otherwise, directly or indirectly, obtained and holds interests in leases of oil and gas properties in said Territory, said leases covering, in the aggregate, an area of more than 4,800 acres, and further finds that the property herein leased is a part of said aggregate area, then the Secretary of the Interior may cancel this lease in the same manner as provided for in the case of any violation of the terms of said lease.

It is further agreed and understood that before this lease shall be in force and effect, the lessee\_\_ shall furnish a bond to the satisfaction of the Secretary of the Interior, in accordance with the regulations prescribed by him, which shall be deposited and remain on file in the Indian Office.

In witness whereof, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

-----[SEAL.]  
-----[SEAL.]  
-----[SEAL.]

ATTEST:

-----  
Two witnesses to execution by lessor:

-----  
P. O.,-----

-----  
P. O.,-----

Two witnesses to execution by lessee:

-----  
P. O.,-----

-----  
P. O.,-----

UNITED STATES OF AMERICA, INDIAN TERRITORY,

----- *Judicial District, ss:*

Be it remembered that on this day came before me, the undersigned\_\_\_\_\_  
within and for the \_\_\_\_\_ judicial district of Indian Territory aforesaid,  
duly commissioned and acting as such, \_\_\_\_\_

-----  
to me personally well known as \_\_\_\_\_, the part\_\_ lessor\_\_ in the  
within and foregoing lease, and stated that \_\_\_\_\_ executed the same for  
the consideration and purposes therein mentioned and set forth, and I do hereby  
so certify.

Witness my hand and seal as such \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_, 190\_\_

(My commission expires \_\_\_\_\_)

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

OIL AND GAS MINING LEASE,  
CHEROKEE NATION, IND. T.

TO

OF

Sec. ----- Tp.  $\frac{3}{4}$  N., Range  
E., in the Cherokee Nation, In-  
dian Territory.

Dated -----, 190-

Expires -----, 19-

DEPARTMENT OF THE INTERIOR,  
U. S. INDIAN SERVICE,

UNION AGENCY,

*Muskogee, Ind. T.*, -----, 190-

The within lease is forwarded to  
the Commissioner of Indian Affairs  
with recommendation that it be  
See my report of even date.

*U. S. Indian Agent.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,

*Washington, D. C.*, -----, 190-

Respectfully submitted to the Sec-  
retary of the Interior, with recom-  
mendation that it be -----

*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C.*, -----, 190-

*Secretary of the Interior.*

[FORM A.—CREEK.—OTHER THAN FULL-BLOODS.]

**LEASE.—TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.****OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CREEK NATION, INDIAN TERRITORY.**

[Sec. 17, act of June 30, 1902, 32 Stat. L., 500.]

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate, on this \_\_\_\_ day of \_\_\_\_\_, A. D. 190\_\_, by and between\_\_\_\_\_

\_\_\_\_\_, of \_\_\_\_\_  
part\_\_ of the first part, lessor\_\_, and\_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
part\_\_ of the second part, lessee\_\_, under and in pursuance of the provisions of section 17 of the act of Congress approved June 30, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.

Witnesseth, That the part\_\_ of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the part\_\_ of the second part, \_\_\_\_\_ heirs, successors, and assigns, do\_\_ hereby demise, grant, and let unto the part\_\_ of the second part, \_\_\_\_\_ heirs, successors, and assigns, for the term of \_\_\_\_\_ years from the date hereof, all of the oil deposits and natural gas in or under the following-described tract of land, lying and being within the Creek Indian Nation and within the Indian Territory, to wit: The \_\_\_\_\_

\_\_\_\_\_ of section \_\_\_\_\_, township \_\_\_\_\_, range \_\_\_\_\_, of the Indian Meridian, and containing \_\_\_\_\_ acres, more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the part\_\_ of the second part hereby agree\_\_ and bind\_\_\_\_\_, \_\_\_\_\_ heirs, successors, and assigns, to pay or cause to be paid to the United States Indian agent, Union Agency, Indian Territory, for the lessor\_\_, as royalty, the sum of \_\_ per cent of the gross proceeds, on the leased premises, of all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of the oil; and the lessee shall pay on each gas producing well utilized where the capacity is tested at three million cubic feet or less per day of twenty-four hours, one hundred and fifty dollars per annum, and where the capacity is more than three million cubic feet per day, fifty dollars for each additional million cubic feet or fraction thereof. The

lessor\_\_ shall have the free use of gas for lighting and warming his residence on the premises. It is further agreed that a failure on the part of the lessee\_\_ to use a gas-producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessee\_\_ desire\_\_ to retain gas-producing privileges\_\_\_\_\_ shall pay a royalty of fifty dollars per annum, in advance, on each gas-producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of gas.

And the part\_\_ of the second part further agree\_\_ and bind\_\_\_\_\_, \_\_\_\_\_ heirs, successors, and assigns, to pay, or cause to be paid to the said agent, for lessor\_\_, as advanced annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years, and seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties; and further, that should the part\_\_ of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, the Secretary of the Interior, after ten days' notice to the parties, may declare this lease null and void, and all royalties paid in advance shall become the money and property of the lessor\_\_.

The part\_\_ of the second part further covenant\_\_ and agree\_\_ to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the part\_\_ of the second part fail, neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, be declared null and void, after ten days' notice to the parties; provided that the lessee\_\_ shall have the privilege of delaying operations for a period not exceeding five years from the date of the approval of the bond to be furnished in connection herewith, by paying to the United States Indian agent, Union Agency, Indian Territory, for the use and benefit of the lessor\_\_, in addition to the required annual advance royalty, the sum of one dollar per acre per annum for each leased tract remaining undeveloped, but the lessee\_\_ may be required to immediately develop the tracts leased, should the Secretary of the Interior determine that the interests of the lessor\_\_ demand such action.

The part\_\_ of the second part further agree\_\_ to carry on operations in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste on the said land, and to suffer no waste to be committed upon the portion in \_\_\_\_\_ occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part\_\_ of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said part\_\_ of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting the tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part\_\_ of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that \_\_\_\_\_ will not permit any nuisance to be maintained on the premises under \_\_\_\_\_ control, nor allow any intoxicating liquors to be sold

or given away for any purposes on such premises; that \_\_\_\_\_ will not use such premises for any other purposes than those authorized in this lease; and that before abandoning any well \_\_\_\_\_ will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And the said part\_\_ of the second part further covenant\_\_ and agree\_\_ that \_\_\_\_\_ will keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchasers, and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in said prospecting and mining operations, and upon all of the unsold oil obtained from the land herein leased, as security for the payment of said royalty.

And it is mutually understood and agreed that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Five Civilized Tribes, and that this lease, or any interest therein, shall not, by working or drilling contract or otherwise, or the use thereof, directly or indirectly, be sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, and that should \_\_\_\_\_ or \_\_\_\_\_ sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or any of the regulations, or fail for the period of sixty days to pay the stipulated royalties provided for herein, then the Secretary of the Interior, after ten days from notice to the parties hereto, shall have the right to avoid this indenture of lease and cancel the same, when all the rights, franchises, and privileges of the lessee\_\_, \_\_\_\_\_, sublessees, heirs, executors, administrators, successors, or assigns hereunder, shall cease and end without resorting to the courts and without further proceedings, and the lessor\_\_ shall be entitled to immediate possession of the leased land and the permanent improvements located thereon.

If the lessee\_\_ make\_\_ reasonable and bona fide effort to find and produce oil in paying quantity, as herein required of \_\_\_\_\_, and such effort is unsuccessful, \_\_\_\_\_ may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all \_\_\_\_\_ then accrued and payable obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further expressly agreed that this lease is made with full knowledge of the fact that under the regulations prescribed by the Secretary of the Interior governing the leasing of lands in the Creek Nation, Indian Territory, lessees are prohibited from being directly or indirectly interested in leases, in their own names or in the names of other persons, or as owners or holders of stock in corporations, or as members of associations, covering an aggregate of more than 4,800 acres of land in the Choctaw, Chickasaw, Cherokee, Creek and Seminole nations, that the said prohibition is made a part and condition of this lease, and that the Secretary of the Interior reserves the right to cancel leases at any time during the period for which they are to run, after notice as herein mentioned, when he is satisfied that the terms of the lease or of the regulations heretofore or hereafter prescribed have been violated in any particular, and \_\_\_\_\_ further agree\_\_ not to transfer, assign, or sublet, by working or drilling contract or otherwise, or allow the use of the land leased, or any oil or gas in or under it, without first obtaining the consent of the Secretary of the Interior, and that any violation of the lease or of the regulations heretofore or hereafter prescribed by the Secretary of the Interior, respecting oil and gas leases in the Creek Nation, shall render this lease subject to cancella-

tion, after ten days from receipt by \_\_\_\_\_ of notice, in the discretion of the Secretary of the Interior, whose declaration of cancellation shall be effective without resorting to the court and without further proceedings, and that the lessor\_\_ shall then be entitled to immediate possession of the land.

If, at any time, the Secretary of the Interior, after due notice to the persons or parties interested, determines that any person, partnership, or corporation has, by means of stock ownership or otherwise, directly or indirectly, obtained and holds interests in leases of oil and gas properties in said Territory, said leases covering, in the aggregate, an area of more than 4,800 acres, and further finds that the property herein leased is a part of said aggregate area, then the Secretary of the Interior may cancel this lease in the same manner as provided for in the case of any violation of the terms of said lease.

It is further agreed and understood that before the approval of this lease shall be in force and effect, the lessee shall furnish a bond to the satisfaction of the Secretary of the Interior, in accordance with the regulations prescribed by him, which shall be deposited and remain on file in the Indian Office.

In witness whereof, The said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

----- [SEAL.]  
----- [SEAL.]  
----- [SEAL.]

ATTEST :

-----  
Two witnesses to execution by lessor :

-----  
P. O.,-----  
-----

P. O.,-----  
-----

Two witnesses to execution by lessee :

-----  
P. O.,-----  
-----

P. O.,-----  
-----

UNITED STATES OF AMERICA, INDIAN TERRITORY,  
----- *Judicial District, ss:*

Be it remembered that on this day came before me, the undersigned----- within and for the ----- judicial district of Indian Territory aforesaid, duly commissioned and acting as such, -----

-----  
to me personally well known as -----, the part\_\_ lessor\_\_ in the within and foregoing lease, and stated that ----- executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

Witness my hand and seal as such ----- on this ----- day of -----, 190\_\_

-----  
-----

(My commission expires -----)

DEPARTMENT OF THE INTERIOR,  
U. S. INDIAN SERVICE,  
UNION AGENCY,

*Muskogee, Ind. T.*, -----, 190--

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be-----  
See my report of even date.

-----  
*U. S. Indian Agent.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,

*Washington, D. C.*, -----, 190--

Respectfully submitted to the Secretary of the Interior, with recommendation that it be -----

-----  
*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C.*, -----, 190--

-----  
*Secretary of the Interior.*

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

OIL AND GAS MINING LEASE,  
CREEK NATION, IND. T.

-----  
TO

-----  
OF

-----  
Sec. -----, Tp. ----- N., Range -----  
E., in the Creek Nation, Indian Territory.

Dated -----, 190--

Expires -----, 19--

[FORM B.—ONE COPY TO ACCOMPANY AND BE FILED WITH EACH LEASE.]

### APPLICATION FOR OIL AND GAS MINING LEASE.

To the SECRETARY OF THE INTERIOR :

----- of ----- hereinafter designated as the applicant, desiring to procure an oil and gas mining lease under the provisions of existing law and the regulations of the Secretary of the Interior prescribed thereunder, hereby applies to have approved the accompanying lease embracing ----- acres of land allotted to ----- of ----- a citizen of the ----- Nation, Indian Territory, and agrees that this application shall be considered a part of the lease so described.

The applicant solemnly swears that the lease, for which approval is requested, is taken in good faith in the interest and for the exclusive benefit of the applicant, and not for speculation or transfer, or as agent for, or in the interest or for the benefit of any other person, corporation, or association; that no other person, corporation, or association has any interest, present or prospective, directly or indirectly, therein, and that there is no understanding or agreement, expressed or implied, by which the land leased, or any interest in or under the lease by working or drilling contract or otherwise, is to be used, sublet, assigned, or transferred, without the consent of the Secretary of the Interior first obtained, but that it is taken for the purpose of operation and development under the direction, supervision and control of the applicant.

That this application is made with full knowledge of the fact that under the regulations prescribed by the Secretary of the Interior governing the leasing of lands in the Five Civilized Tribes, Indian Territory, lessees are prohibited from being directly or indirectly interested in leases, in their own names or in the names of other persons, or as owners or holders of stock in corporations, or as members of associations, covering an aggregate of more than 4,800 acres of land in the Choctaw, Chickasaw, Cherokee, Creek and Seminole Nations, and that the Secretary of the Interior reserves the right to cancel leases at any time during the period for which they are to run, after notice as herein mentioned, when he is satisfied that the terms of the lease or of the regulations heretofore or hereafter prescribed have been violated in any particular; and the applicant further agrees not to transfer, assign, or sublet, by working or drilling contract or otherwise, or allow the use of the land leased, or any oil or gas in or under it, without first obtaining the consent of the Secretary of the Interior, and that any violation of the lease or of the regulations heretofore or hereafter prescribed by the Secretary of the Interior respecting oil and gas leases in the Five Civilized Tribes shall render this lease subject to cancellation, after ten days from receipt by the applicant of notice, in the discretion of the Secretary of the Interior, whose declaration of cancellation shall be effective without resorting to the court and without further proceedings, and that the lessor shall then be entitled to immediate possession of the land.

The applicant hereby affirms full competence as to business capacity, financial ability and experience adequate to perform all the obligations stipulated in the lease and in the regulations of the Department.

In addition to the leases in the name of the applicant for which approval is requested, the affiant solemnly swears that the applicant is not interested, either directly or indirectly, in oil or gas mining leases or lands in the Five Civ-

alized Tribes except with the following named persons, corporations or associations, and that the aggregate of all these interests, together with the leases held by the applicant alone, is not more than 4,800 acres:

Name of person, corporation or association with whom applicant is interested.	Post office address.
---	----------------------

-----  
 -----  
 -----

The applicant hereby states that his general business experience for the past five years has been as follows: -----  
 -----  
 -----

Where the applicant, or any officer of the company applying, has had actual experience in operating oil or gas leases, or has producing oil or gas properties, such facts should be briefly detailed: -----  
 -----

The applicant's financial condition at this time is: -----  
 -----  
 -----

Total amount of estimated assets: -----

Total amount of estimated liabilities: -----

It is further stated that the applicant's resources are such as to furnish ample means for the immediate development of the lands of the above named lessor, and that the applicant has available at least \$\_\_\_ for such purpose.

Where the applicant is a corporation, it hereby shows that at this time it has \$\_\_\_ paid up capital and \$\_\_\_ in its treasury available for oil and gas operations.

And it is hereby agreed that on the issue, transfer or cancellation of stock of corporations, or changes in officers, prompt reports will be made thereof as required by the regulations.

The books and accounts of the applicant covering the business to be carried on under this lease, if approved, will be kept at----- in the custody of -----

Executed this \_\_\_ day of \_\_\_\_\_, 190\_\_\_ at -----

-----  
 -----  
 -----, 190\_\_

Before me, a notary public in and for \_\_\_\_\_, personally appeared \_\_\_\_\_, who, being first duly sworn according to law, depose -- and say -- that the foregoing application was signed by proper authority in good faith for the purposes therein stated and that the statements made therein are true as ----- verily believe --

[L. s.]

-----

*Notary Public.*

My commission expires -----

## ENDORSEMENTS.

We, the undersigned, have carefully read the foregoing application and believe the statements made therein to be true; we have known the applicant, or the officers of the company applying, the number of years stated below, and we certify to the business experience and financial responsibility of the applicant to properly develop the oil and gas lands of the above named lessor:

I, \_\_\_\_\_, being \_\_\_\_\_, of \_\_\_\_\_ National Bank of \_\_\_\_\_, have known \_\_\_\_\_ for \_\_\_\_\_ years, and believe that he, or the corporation he represents, can command means to the amount of \$\_\_\_\_\_

-----  
P. O. \_\_\_\_\_

Date of signature \_\_\_\_\_

I, \_\_\_\_\_, being \_\_\_\_\_, of \_\_\_\_\_ (state business), have known \_\_\_\_\_ for \_\_\_\_\_ years, and believe that he, or the corporation he represents, can command means to the amount of \$\_\_\_\_\_

-----  
P. O. \_\_\_\_\_

Date of signature \_\_\_\_\_

**NOTE:** Two endorsements are required, either by officers of two national banks or by an officer of one national bank and the manager of an oil-well supply company or other commercial enterprise with which the applicant has had extensive business relations.

Corporations with their first application shall furnish the additional financial showing and papers required by the regulations.

[FORM C.—TO ACCOMPANY LEASES EXECUTED BY ALLOTTEES OF THE FIVE CIVILIZED TRIBES.]

BOND.

Know all men by these presents, that . . . . ., of . . . . ., as principal . . ., and . . . . ., of . . . . ., as suret . . ., are held and firmly bound unto the United States of America in the sum of . . . . . dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, successors, executors, or administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this . . . . . day of . . . . ., 19..

The condition of this obligation is such that whereas the above bounden . . . . .

as principal . . ., entered into . . . . . certain indenture of lease, dated . . . . ., with . . . . .

for the lease of a tract of land described as follows: . . . . .

and located in the . . . . . Nation, Indian Territory, for . . . . . purposes for the period of . . . . . years from the date thereof.

Now, if the above-bounden . . . . .

shall faithfully carry out and observe all the obligations assumed in said indenture of lease by . . . . . and shall observe all the laws of the United States, and regulations made, or which shall be made thereunder, for the government of trade and intercourse with Indian tribes, and all the rules and regulations that have been, or may be, prescribed by the Secretary of the Interior under existing laws, relative to leases executed by allottees of the Five Civilized Tribes, in the Indian Territory, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed in the presence of—

Witnesses: (a)

P. O. . . . . } as to . . . . . [SEAL.]
P. O. . . . . }
P. O. . . . . } as to . . . . . [SEAL.]
P. O. . . . . }
P. O. . . . . } as to . . . . . [SEAL.]
P. O. . . . . }
P. O. . . . . } as to . . . . . [SEAL.]
P. O. . . . . }

a Two witnesses to all signatures.

---

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

---

BOND  
OF

.....  
 .....  
 .....  
 .....  
 Lessee of .....  
 .....  
 In the ..... Nation, Indian Territory,  
 for ..... purposes, dated .....  
 190...

---

DEPARTMENT OF THE INTERIOR,  
 Washington, D. C., ..... , 190..  
 Approved:  
 .....  
 Secretary.

---

[Indorsed.]  
 BOND.

(To accompany leases executed by allottees of the Five Civilized Tribes.)

[FORM D.—MUST IN ALL CASES BE PROPERLY EXECUTED AND ACCOMPANY LEASE WHEN FILED.]

**AFFIDAVITS OF INDIAN LESSOR, AND LESSEE, PROOF OF BONUS AND NO DEVELOPMENT.**

INDIAN TERRITORY }  
-----District }<sup>SS</sup>:

I, ----- of ----- being first duly sworn according to law, state upon oath that I am more than ----- years of age, and that under date of ----- 190 , I made an oil and gas mining lease with -----, covering ----- acres; that said lease was read over and fully explained to me at the time that I signed same, and I understand the nature, contents and effect thereof; that I made said lease in good faith for the purposes therein specified, and now join in the application of the lessee for its approval by the Secretary of the Interior.

I further swear that, other than the terms of the lease described, the only contract, agreement or understanding between myself and the lessee, covering additional payments made or to be made as bonus money or any other consideration is as follows: ----- dollars (\$-----), as bonus, of which amount I acknowledge the receipt of \$-----, the balance, if any, payable ----- and the following additional agreement: -----

I further state that I have satisfied myself as to the value of this lease and believe that the amount of bonus offered me as above indicated was reasonable and proper at the date the lease was executed.

Witnesses to mark :

-----  
P. O. -----

-----  
P. O. -----

Where lessor does not speak English, interpreter must sign and be sworn to correctness of interpretation.

-----  
Signature of Interpreter.

Subscribed in my presence and sworn to before me this ----- day of ----- 190.. In connection therewith I certify that the above affidavit was fully explained to the Indian lessor and I am satisfied that said lessor fully understands the nature of the lease referred to.

-----  
*United States Commissioner.*

---

**AFFIDAVIT OF LESSEE.**

I, ----- of ----- being first duly sworn according to law, state upon oath that I am the lessee or the duly authorized agent of the lessee in the above-described lease; that I know of my own personal knowledge that the

only bonus to be paid for the execution of said lease, directly or indirectly, by the lessee to the lessor or any one for him is \$-----, of which \$----- has been paid and \$----- payable -----, and that the other agreement is precisely as stated by the lessor above; that there have been no operations or drilling for oil or gas by the lessee or any one for him upon the said premises included in said described lease, and that said lease will be completed under the rules of the Secretary of the Interior without unnecessary delay.

-----  
 Subscribed and sworn to before me this -- day of ----- 190..

-----  
*Notary Public.*

My commission expires ----- 190..

**NOTE.**—Affidavit of Indian lessor to be sworn to before United States commissioner or at the office of the United States Indian agent, Union Agency. Where leases are executed by guardians under order of court, affidavit of lessor may be executed before notary public. This form to take the place of statement heretofore required from Indian lessor, affidavit of bonus and affidavit of no development.

[FORM E.]

**EVIDENCE SHOWING AUTHORITY OF OFFICERS TO EXECUTE  
LEASES, BONDS, AND ACCOMPANYING PAPERS.**

Whereas, \_\_\_\_\_ is duly elected, qualified and acting president of \_\_\_\_\_, a corporation duly organized and existing under the laws of \_\_\_\_\_, and

Whereas, \_\_\_\_\_ is the duly elected, qualified and acting secretary of said corporation, and

Whereas, both of said persons were president and secretary respectively, on the \_\_ day of \_\_\_\_\_, 190\_\_, at which time they executed an \_\_\_\_\_ mining lease with \_\_\_\_\_, allottee of certain lands in the \_\_\_\_\_ Nation, Ind. T.

Now therefore, I, the undersigned \_\_\_\_\_ of said corporation, do solemnly swear that the mining lease mentioned above was duly and regularly entered into by the officers of said corporation named, by and under the authority of the board of directors of said corporation, and in accordance with the by-laws thereof; and further that said officers were duly authorized and empowered on behalf of the corporation named to execute any and all bonds, applications or other papers required in connection with said mining lease.

I further certify that the action of said officers in executing the papers mentioned on behalf of said corporation, binds said corporation to a full and complete performance of any and all obligations contained therein.

Dated at \_\_\_\_\_ this \_\_ day of \_\_\_\_\_, 190\_\_.

[CORPORATE SEAL] \_\_\_\_\_

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 190\_\_

\_\_\_\_\_,  
*Notary Public.*

My commission expires \_\_\_\_\_

NOTE.—To be executed by secretary or president—secretary in all cases where possible—and in every case to have corporate seal affixed.

[FORM F.]

**PROOF OF HEIRSHIP.**

-----, of lawful age, being first duly sworn according to law, deposes and says that ----- is a resident of the ----- Nation, Indian Territory, and one of the surviving relatives and heirs at law of -----, who was a citizen of the ----- Nation; that the said ----- departed this life at or near -----, Indian Territory, on -----, being ----- years of age at the time of ----- death.

The affiant further swears that the following is a true, correct, and complete statement of the family history of said decedent, and shows who are the sole and only heirs at law:

Was the deceased allottee married or single? -----

If married, give name of husband or wife: -----

If married more than once, so state, giving names: -----

Did deceased allottee ever have any children? -----

If deceased allottee had children, give all the information called for in the following blanks:

Name of child.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.

If any children of deceased children, fill out the following:

Name of child.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.

Name of deceased son or daughter.


Name of deceased son or daughter.


Name of deceased son or daughter.

Name of father and mother.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.
Father.....					
Mother.....					

Names of brothers and sisters.	Brother or sister.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.

If any deceased brothers or sisters had children, fill out the following :

Name of child.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.
Name of deceased brother or sister.					

Name of deceased brother or sister.					

Name of deceased brother or sister.					

If both the father or mother of the decedent are dead and he or she had no brothers or sisters, give the information called for in the three groups of blanks following:

Name of grandfather and grand-mother.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.
Paternal grandfather .....					
Paternal grandmother .....					
Maternal grandfather .....					
Maternal grandmother .....					

Names of uncles and aunts.	Uncle or aunt.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.

Name of deceased uncle or aunt.	Name of child.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.

Name of deceased uncle or aunt.	Name of child.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.

Name of deceased uncle or aunt.	Name of child.	Age.	Degree Indian blood.	Post-office.	Living or dead.	If dead, give date.

Did the decedent leave a will or wills disposing of any part of his or her allotment or homestead? .....

If the decedent was a Creek citizen, did he or she leave any surviving children

born after May 25, 1901? \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
*Notary Public.*

My commission expires \_\_\_\_\_.

We, the undersigned, of lawful age, being first duly sworn according to law, depose and say that we fully understand the facts and statements made in the attached and foregoing affidavit of \_\_\_\_\_; that we are personally acquainted with the affiant and also were acquainted with said \_\_\_\_\_, deceased, and we know that the above and foregoing shows all of the heirs of said deceased allottee who have any interest, right, or title in his or her allotment or homestead.

\_\_\_\_\_  
 P. O. \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_  
 P. O. \_\_\_\_\_

Occupation \_\_\_\_\_

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 190\_\_.

\_\_\_\_\_  
*Notary Public.*

My commission expires \_\_\_\_\_.

(INDORSEMENT.)

\_\_\_\_\_  
 \_\_\_\_\_  
 No. \_\_\_\_\_  
 \_\_\_\_\_  
 Nation. \_\_\_\_\_

PROOF OF HEIRSHIP.

[FORM G.—MUST BE EXECUTED IN QUADRUPLICATE.]

**ASSIGNMENT OF AN OIL AND GAS LEASE.**

Whereas the Secretary of the Interior has heretofore approved an oil and gas mining lease, dated \_\_\_\_\_, 190\_\_, entered into by and between \_\_\_\_\_, lessee, and \_\_\_\_\_, lessor, covering the following described land in the \_\_\_\_\_ Nation, Indian Territory: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Now, therefore, for and in consideration of \_\_\_\_\_ (\$\_\_\_\_\_) dollars, the receipt of which is hereby acknowledged, the said \_\_\_\_\_, the lessee in the above-described lease, hereby bargains, sells, transfers, assigns, and conveys \_\_\_\_\_ right, title, and interest of the lessee in and to said lease, subject to the approval of the Secretary of the Interior, to \_\_\_\_\_.

In witness whereof the said lessee has hereunto set \_\_\_\_\_ hand and seal this \_\_ day of \_\_\_\_\_, 190\_\_.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## ACKNOWLEDGMENT OF INDIVIDUAL.

-----  
 ss.  
 -----

Be it remembered that on this day came before me, the undersigned -----, within and for the -----, duly commissioned and acting as such, ----- to me personally well known, and stated that ----- executed the foregoing and annexed instrument for the consideration and purposes therein mentioned and set forth; and I do hereby so certify.

Witness my hand and seal as such ----- on this -- day of -----, 190--

-----  
 -----  
 (My commission expires -----)

## ACKNOWLEDGMENT OF CORPORATION.

-----  
 ss.  
 -----

On this -- day of -----, A. D. 190--, before me, a ----- within and for the ----- and ----- aforesaid, personally appeared ----- and -----, to me personally known, who, being by me duly sworn, did each say that ----- is the ----- president and ----- is the secretary of -----, a corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said -----, and ----- duly acknowledged that they each had in their said official capacities executed the foregoing instrument as the act and deed of the said company for the consideration and purposes therein mentioned and set forth.

Witness my hand and official seal this -- day of -----, 190--

-----  
 -----  
 (My commission expires -----)

## ACCEPTANCE BY ASSIGNEE.

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

In witness whereof the said assignee has hereunto set ----- hand and seal this -- day of -----, 190--

-----  
 -----  
 -----

## CONSENT OF SURETY.

The \_\_\_\_\_ of \_\_\_\_\_, surety for \_\_\_\_\_ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_ day of \_\_\_\_\_, 190\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DEPARTMENT OF THE INTERIOR,  
 Washington, D. C., \_\_\_\_\_, 190\_\_

Approved:

\_\_\_\_\_  
*Secretary.*

NOTE.—If bond accompanying the original lease is to remain in full force and effect, it must be specifically so stated in the consent of the surety company.

The consent of the surety company need only be executed on the *original copy* of the assignment.

[FORM H.—ONE COPY TO ACCOMPANY AND BE FILED WITH EACH LEASE.]

**APPLICATION FOR ----- MINING LEASE OTHER  
THAN OIL AND GAS.**

To the SECRETARY OF THE INTERIOR :

----- of -----, hereinafter designated as the applicant, desiring to procure a ----- mining lease under the provisions of existing law and the regulations of the Secretary of the Interior prescribed thereunder, hereby applies to have approved the accompanying lease, embracing ----- acres of land, allotted to ----- of -----, a citizen of the ----- Nation, Indian Territory, and agrees that this application shall be considered a part of the lease so described.

The applicant solemnly swears that the lease for which approval is requested is taken in good faith in the interest and for the exclusive benefit of the applicant, and not for speculation or transfer, or as agent for or in the interest or for the benefit of any other person, corporation, or association; that no other person, coporation, or association has any interest, present or prospective, directly or indirectly, therein, and that there is no understanding or agreement, expressed or implied, by which the land leased, or any interest in or under the lease, by working or operating contract or otherwise, is to be used, sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, but that it is taken for the purpose of operation and development under the direction, supervision, and control of the applicant.

The applicant hereby affirms full competence as to business capacity, financial ability, and experience adequate to perform all the obligations stipulated in the lease and in the regulations of the Department.

In addition to the leases in the name of the applicant for which approval is requested the affiant solemnly swears that the applicant is not interested either directly or indirectly, in other mining leases or lands in the Five Civilized Tribes, except with the following named persons, corporations, or associations :

Name of person, corporation, or association with whom applicant is interested.	Post-office address.
-----	-----
-----	-----

The applicant hereby states that his general business experience for the past five years has been as follows : -----

Where the applicant, or any officer of the company applying, has had actual experience in operating mineral leases, or has producing mining properties, such facts should be briefly detailed : -----

The applicant's financial condition at this time is : -----

Total amount of estimated assets : -----

Total amount of estimated liabilities : -----

It is further stated that the applicant's resources are such as to furnish ample means for the immediate development of the lands of the above-named lessor, and that the applicant has available at least \$----- for such purpose.

Where the applicant is a corporation, it hereby shows that at this time it has \$----- paid-up capital and \$----- in its treasury for mining operations.

And it is hereby agreed that on the issue, transfer, or cancellation of stock of corporations or changes in officers prompt reports will be made thereof as required by the regulations.

The books and accounts of the applicant covering the business to be carried on under this lease, if approved, will be kept at ----- in the custody of -----

Executed this -- day of -----, 190--, at -----

-----, 190--

Before me, a notary public in and for -----, personally appeared -----, who, being first duly sworn according to law, depose and say that the foregoing application was signed by proper authority in good faith for the purposes therein stated and that the statements made therein are true as ----- verily believe--

[L. S.]

-----  
Notary Public.

My commission expires -----

#### INDORSEMENTS.

We, the undersigned, have carefully read the foregoing application and believe the statements made therein to be true; we have known the applicant, or the officers of the company applying, the number of years stated below, and we certify to the business experience and financial responsibility of the applicant to properly develop the mineral lands of the above-named lessor:

I, -----, being ----- of ----- National Bank of -----, have known ----- for ----- years, and believe that he, or the corporation he represents, can command means to the amount of \$-----

-----  
P. O. -----

Date of signature -----

I, -----, being ----- (state business) of -----, have known ----- for ----- years, and believe that he, or the corporation he represents, can command means to the amount of \$-----

-----  
P. O. -----

Date of signature -----

**NOTE.**—Two endorsements are required, either by officers of two national banks or by an officer of one national bank and the manager of some other commercial enterprise with which the applicant has had extensive business relations.

Corporations with their first application shall furnish the additional financial showing and papers required by the regulations.

[FORM 1.—FOR ALLOTTEES OF THE FIVE CIVILIZED TRIBES.]

**TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF  
THE INTERIOR.**

**COAL AND ASPHALT MINING LEASE, ..... NATION.**

[Write all names and addresses in full.]

This indenture of lease made and entered into, in quadruplicate, on this ..... day of  
....., A. D. 190., by and between....., of.....  
....., part.. of the first part, and.....  
.....

....., part.. of the second part, under and in pursuance of the pro-  
visions of existing law, and the rules and regulations prescribed by the Secretary of the  
Interior relative to mining leases covering the lands of allottees of the Five Civilized  
Tribes.

Witnesseth: That the part.. of the first part, for and in consideration of the royalties,  
covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid,  
observed, and performed by the part.. of the second part,.....heirs, executors, adminis-  
trators, successors, or assigns, do hereby demise, grant, and let unto the part.. of the second  
part.....heirs, executors, administrators, successors, or assigns, the following-described  
tract of land lying and being within the..... Nation and within the Indian Territory, to  
wit:.....  
.....

of section...., of township...., of range...., of the Indian meridian, and containing.....  
acres, more or less, for the full term of..... years from the date hercof, for the sole purpose  
of prospecting for and mining coal and asphalt; the part.. of the second part to occupy so  
much only of the surface of said land as may be reasonably necessary to carry on the work  
of prospecting for, mining, storing, and removing such coal and asphalt.

In consideration of the premises the part.. of the second part hereby agree.. and bind  
....., ....., heirs, executors, administrators, successors, or assigns to pay, or  
cause to be paid, to the part.. of the first part as royalties the sums of money as follows,  
to wit:

On asphaltum the sum of ten cents per ton for each and every ton of crude asphalt pro-  
duced, weighing 2,000 pounds, or the sum of sixty cents per ton on refined asphalt. On the  
production of all coal mined under this lease the sum of eight cents per ton of 2,000 pounds  
on mine run, or coal as it is taken from the mines, including what is commonly called  
"slack."

And the part.. of the second part further agree.. and bind.....,  
.....heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to  
the lessor.., as advanced annual royalty on this lease, the sums of money as follows, to wit:  
Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents  
per acre per annum, in advance, for the third and fourth years, and seventy-five cents per  
acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for

which this lease is to run, it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and, further, that should the part. . of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, such failure or refusal shall work a forfeiture hereof, and, after ten days' notice to the parties, the Secretary of the Interior shall have authority to declare such forfeiture and all royalties paid in advance shall become the money and property of the lessor.

All royalty accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the part. . of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the part. . of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The part. . of the second part ..... further agree. . and bind ..... heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to the part. . of the first part the royalty as it becomes due.

The part. . of the second part further covenant. . and agree. . to exercise diligence in the conduct of the prospecting and mining operations .....

..... and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises or upon the mines that may be thereon and to suffer no waste to be committed thereon; to leave in the mines proper pillars, columns, or such other permanent supports as will prevent the caving or subsidence of the surface; to take good care of the same and to surrender and return the premises at the expiration of this lease to the part. . of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by .....

..... the part. . of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of said part. . of the second part; that ..... will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that ..... will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that ..... will not at any time during the term hereby granted assign, transfer, or sublet ..... estate, interest, or term in said premises and land or the appurtenances thereto to any person or persons whomsoever without the written consent thereto of the part. . of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said part. . of the second part further covenant. . and agree. . that ..... will allow said lessor . . and ..... agents, from time to time, to enter upon and into all parts of said premises for purposes of inspection, and agree. . to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor. . , and to the Secretary of the Interior through such officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased, as security for the payment of said royalties.

And the part.. of the second part agree.. that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to such mineral leases covering lands of allottees of the Five Civilized Tribes in the Indian Territory; and said part.. of the second part expressly agree.. that should ..... sublessees, ..... heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail, for the period of sixty days, to pay the stipulated monthly royalty provided for herein, then the Secretary of the Interior shall have authority in his discretion to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part.. of the second part, ..... heirs, sublessees, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee.. make.. reasonable and bona fide effort to find and mine coal and asphalt in paying quantity, as is herein required of ....., and such effort is unsuccessful, ..... may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all ..... then existing obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that before this lease shall be in force and effect the lessee shall furnish a satisfactory bond in accordance with the regulations prescribed by the Secretary of the Interior, which bond shall be deposited and remain on file in the Indian Office.

It is expressly understood and agreed by the parties hereto that if the Secretary of the Interior is at any time satisfied that any of the covenants contained herein, or that any of the provisions of any regulations heretofore or that may hereafter be lawfully prescribed by him, have been or are being violated, he may, after ten days notice to the parties, cancel this lease, and that his declaration of cancellation shall be effective without resorting to the courts and without further proceedings, and that the lessor.. shall be entitled to the immediate possession of the land.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: <sup>a</sup>

..... P. O. .... ..... P. O. .... .....	} as to .....	[SEAL.]
..... P. O. .... ..... P. O. .... .....		} as to .....
..... P. O. .... ..... P. O. .... .....	} as to .....	[SEAL.]
..... P. O. .... ..... P. O. .... .....		} as to .....

<sup>a</sup> Two witnesses to all signatures.

UNITED STATES OF AMERICA, INDIAN TERRITORY,

.....*Judicial District, ss:*

Be it remembered that on this day came before me, the undersigned .....  
within and for the ..... judicial district of the Indian Territory afore-  
said, duly commissioned and acting as such, .....

.....  
to me personally well known as ..... the part.. lessor.. in the  
within and foregoing lease, and stated that ..... executed the same for the consideration  
and purposes therein mentioned and set forth, and I do hereby so certify.

Witness my hand and seal as such ..... on this ..... day of  
....., 190...

.....  
.....  
(My commission expires .....)



[FORM J. - FOR ALLOTTEES OF THE FIVE CIVILIZED TRIBES.]

**TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.**

**FOR OTHER MINERALS THAN COAL, ASPHALT, OIL, AND GAS.**

.....Mining Lease.....Nation.

[Write all names and addresses in full.]

This indenture of lease made and entered into, in quadruplicate, on this ..... day of ....., A. D. 190..., by and between ..... of ..... part.. of the first part, and ..... part.. of the second part, under and in pursuance of the provisions of existing law, and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases covering the lands of allottees of the Five Civilized Tribes.

Witnesseth: That the part.. of the first part for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part.. of the second part, ..... heirs, executors, administrators, successors, or assigns, do.. hereby demise, grant, and let unto the part.. of the second part, ..... heirs, executor, administrators, successors, or assigns, the following described tract of land lying and being within the..... Nation and within the Indian Territory, to wit: .....

of section ....., of township ....., of range ....., of the Indian meridian, and containing ..... acres, more or less, for the full term of ..... years from the date hereof, for the sole purpose of prospecting for and mining minerals, as follows: .....

the part.. of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such minerals.

In consideration of the premises, the part.. of the second part hereby agree.. and bind ..... heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to the part.. of the first part, as royalties, the sums of money as follows, to wit: .....

And the part.. of the second part further agree.. and bind ..... heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to the lessor.., as advanced annual royalty on this lease, the sums of money, as follows, to wit: ..... per acre per annum, in advance, for the first and second years; ..... per acre per annum, in advance, for the third and fourth years; and ..... per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty; and further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, the Secretary of the Interior, after ten days' notice to the parties hereto, may declare

this lease null and void, and all royalties paid in advance shall become the money and the property of the lessor...

All royalty accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the part... of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the part... of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The part... of the second part further agree... and bind... heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part... of the first part the royalty as it becomes due.

The part... of the second part further covenant... and agree... to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises, or upon the mines that may be thereon, and to suffer no waste to be committed thereon; to leave in the mines proper pillars, columns, or such other permanent supports to prevent the caving or subsidence of the surface; to take good care of the same, and to surrender and return the premises at the expiration of this lease to the part... of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by...

the part... of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of said part... of the second part; that... will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that... will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that... will not at any time during the term hereby granted assign, transfer, or sublet... estate, interest, or term in said premises and land, or the appurtenances thereto, to any person or persons whomsoever without the consent and approval of the Secretary of the Interior.

And the said part... of the second part further covenant... and agree... that... will allow said lessor... and... agents, from time to time, to enter upon and into all parts of said premises for purposes of inspection, and agree... to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor... and to the Secretary of the Interior, through such officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased, as security for the payment of said royalties.

And the parties hereto expressly agree that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to leases covering lands of allottees of the Five Civilized Tribes; and said part... of the second part expressly agree... that should... sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, the Secretary of the Interior, after ten days' notice to the parties hereto, shall be at liberty, in... discretion, to cancel and annul this lease, when all the rights, franchises, and privileges of the part... of the second part, ... sublessees, executors,

administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee make reasonable and bona fide effort to find and mine.....in paying quantity, as is herein required of....., and such effort is unsuccessful,..... may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all..... then existing obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that before this lease shall be in force and effect the lessee shall furnish a satisfactory bond in accordance with the regulations prescribed by the Secretary of the Interior

It is expressly understood and agreed by the parties hereto that if the Secretary of the Interior is at any time satisfied that any of the covenants contained herein or that any of the provisions of any regulations heretofore or that may hereafter be lawfully prescribed by him, have been or are being violated, he may, after ten days notice to the parties, cancel this lease, and that his declaration of cancellation shall be effective without resorting to the courts and without further proceedings, and that the lessor shall then be entitled to the immediate possession of the land.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: (a)

P. O. ....	}	as to .....	[SEAL.]
P. O. ....			
P. O. ....	}	as to .....	[SEAL.]
P. O. ....			
P. O. ....	}	as to .....	[SEAL.]
P. O. ....			
P. O. ....	}	as to .....	[SEAL.]
P. O. ....			

UNITED STATES OF AMERICA, INDIAN TERRITORY,  
 .....  
*Judicial District, ss:*

Be it remembered that on this day came before me, the undersigned ....., within and for the ..... judicial district of the Indian Territory aforesaid, duly commissioned and acting as such, .....

.....  
 to me personally known as ..... the part... lessor... in the within and foregoing lease, and stated that ..... executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

Witness my hand and seal as such ..... on this ..... day of ....., 190...

(My commission expires .....)

\* Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,  
U. S. INDIAN SERVICE,  
UNION AGENCY,

*Muskogee, Ind. T., 190.*

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be

See my report of even date.

*U. S. Indian Agent.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,

*Washington, D. C., 190.*

Respectfully submitted to the Secretary of the Interior with recommendation that it be

*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., 190.*

*Secretary of the Interior.*

} ss.

Filed for record this \_\_\_\_\_ day  
of \_\_\_\_\_, 190.  
at \_\_\_\_\_ o'clock, m.

By \_\_\_\_\_

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

MINING LEASE.

NATION, IND. T.

TO

OF

Sec. \_\_\_\_\_, Tp. \_\_\_\_\_, Range \_\_\_\_\_,  
in the \_\_\_\_\_ Nation, Indian Territory.  
Dated \_\_\_\_\_, 190.  
Expires \_\_\_\_\_, 19.

[FORM K.—FOR ALLOTTEES OF THE FIVE CIVILIZED TRIBES.]

**TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF  
THE INTERIOR.****AGRICULTURAL LEASE ..... NATION, INDIAN  
TERRITORY**

This indenture made and entered into, in quadruplicate, on this ..... day of ....., A. D. 190..., by and between ..... of ..... part, of the first part, and ..... of ..... part.. of the second part, under and in accordance with the provisions of existing law, and the rules and regulations prescribed by the Secretary of the Interior relative to agricultural leases of allottees of the Five Civilized Tribes.

Witnesseth: That the said part.. of the first part, for and in consideration of the covenant.. of the said part.. of the second part, hereinafter set forth, do.. by these presents lease to said part.. of the second part, *for agricultural purposes only*, the following-described tract of land, lying and being within the ..... Nation, and within the Indian Territory, to wit: .....

..... of section ....., of township ....., of range..... of the Indian meridian, and containing ..... acres, more or less, for the full term of ..... years from the date hereof. And the said part.. of the second part, in consideration of said premises as above set forth, covenant.. and agree.. with the part.. of the first part to pay the said part.. of the first part as rental for the same the sum of ..... dollars, being at the rate of ..... dollars per acre, payable as follows, to wit: .....

Said part.. of the second part further covenant.. and agree.. that..... will at ..... own expense, within ..... years from the date of the approval hereof by the Secretary of the Interior, inclose the leased premises by a barbed-wire fence of not less than three strands, strung on posts set or driven two feet into the ground and not more than sixteen and one-half feet apart and of the material usually used in the ..... Nation, Indian Territory, for this purpose, or other fence of equal strength and durability; that all improvements, such as hog pens, cattle corrals, etc., shall be constructed in a substantial manner and of durable material, and that ..... will build and erect other improvements on said premises as follows: .....

..... that ..... will within ..... years from date of said approval plant ..... acres of the leased premises in fruit of the following kinds or classes: (a) .....

and that ..... will break out and put into a proper state of cultivation each year acreage as follows: First year, ..... acres; second year, ..... acres; third year, ..... acres; fourth year, ..... acres; fifth year, ..... acres; sixth year, ..... acres; seventh year, ..... acres; eighth year, ..... acres; ninth year, ..... acres; tenth year, ..... acres.

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

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

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

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

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

It is further understood and agreed by the parties hereto that all buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration of this lease, in addition to the other considerations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assignment, or transfer of this lease, or of any interest therein or thereunder, can be directly or indirectly made without the consent and approval of the Secretary of the Interior and that any assignment or transfer made or attempted without such consent and approval shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the parties to this lease, and this lease shall be subject to all rules and regulations heretofore prescribed by the Secretary of the Interior; or which may be hereafter prescribed by him relative to leases covering lands of allottees of the Five Civilized Tribes.

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

It is expressly understood and agreed by the parties hereto that if the Secretary of the Interior is at any time satisfied that any of the covenants contained herein or that any of the provisions of any regulations heretofore or that may hereafter be lawfully prescribed by him have been or are being violated, he may, after ten days' notice to the parties, cancel this lease, and that his declaration of cancellation shall be effective without resort to the court and without further proceedings, and that the lessor . . shall then be entitled to the immediate possession of the land.

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

Witnesses:<sup>a</sup>

..... P. O. ....	}	as to .....	[SEAL.]
..... P. O. ....		as to .....	[SEAL.]
..... P. O. ....	}	as to .....	[SEAL.]
..... P. O. ....		as to .....	[SEAL.]
..... P. O. ....	}	as to .....	[SEAL.]
..... P. O. ....		as to .....	[SEAL.]

UNITED STATES OF AMERICA, INDIAN TERRITORY,  
.....  
..... *Judicial District, ss:*

Be it remembered that on this day came before me, the undersigned, ....., within and for the ..... judicial district of the Indian Territory aforesaid, duly commissioned and acting as such, .....

.....  
.....  
to me personally well known as ..... the part .. lessor .. in the within and foregoing lease, and stated that ..... executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

Witness my hand and seal as such ..... on this ..... day of ....., 190..

(My commission expires .....)

<sup>a</sup> Two witnesses to each signature.

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

AGRICULTURAL LEASE.

..... NATION, Ind. T.  
.....  
.....

TO  
.....  
.....

OF  
.....  
.....

Sec. ...., Tp. ...., Range .....,  
in the ..... Nation, Indian Territory.  
Dated ....., 190..  
Expires ....., 19..

..... }  
..... } ss:  
..... }

Filed for record this ..... day of .....  
....., 190., at .....  
o'clock, .. m.

By .....

DEPARTMENT OF THE INTERIOR,  
U. S. INDIAN SERVICE,  
UNION AGENCY,

*Muskogee, Ind. T.*, ....., 190..

The within lease is forwarded to the Com-  
missioner of Indian Affairs with recommen-  
dation that it be .....

See my report of even date.

.....  
*U. S. Indian Agent.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,

*Washington, D. C.*, ....., 190..

Respectfully submitted to the Secretary  
of the Interior with recommendation that  
it be .....

.....  
*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C.*, ....., 190..

.....  
*Secretary of the Interior.*

[FORM L.—FOR ALLOTTEES OF THE FIVE CIVILIZED TRIBES.]

**TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF  
THE INTERIOR.****GRAZING LEASE, ..... NATION, INDIAN  
TERRITORY.**

[Write all names and addresses in full.]

This indenture made and entered into, in quadruplicate, on this ..... day of  
 ....., A. D. 190., by and between ....., of  
 ....., part.. of the first part, and .....,  
 .....  
 .....  
 of ..... part.. of the second part, under and in accordance with the  
 provisions of existing law and the rules and regulations prescribed by the Secretary of the  
 Interior relative to grazing leases in the ..... Nation, Indian Territory.

Witnesseth: That said part.. of the first part, for and in consideration of the covenant..  
 of the said part.. of the second part, hereinafter set forth, do.. by these presents lease to  
 said part.. of the second part, for grazing purposes only, the following-described tract of  
 land lying and being within the limits of the ..... Nation, and within the Indian Ter-  
 ritory, to wit: .....

.....  
 of section ....., of township ....., of range ....., of the Indian meridian, and containing  
 ..... acres, more or less, for the full term of ..... years from date hereof, and the said  
 part.. of the second part, in consideration of said premises, as above set forth, covenant..  
 and agree.. with the part.. of the first part to pay said part.. of the first part as rental  
 for the same the sum of ..... dollars, being at the rate of .....  
 dollars per acre, payable as follows, to wit: .....

.....  
 Said part.. of the second part further covenant.. and agree.. that ..... will at .....  
 own expense, within ..... years from the date of the approval hereof by the Secretary  
 of the Interior, inclose the leased premises by a barbed-wire fence of not less than three  
 strands, strung on posts set or driven two feet into the ground, not more than sixteen and  
 one-half feet apart and of the material usually used in the Indian Territory for this purpose,  
 or other fence of equal strength and durability; that all improvements made, such as hog  
 pens, cattle corrals, etc., shall be constructed in a substantial manner and of durable mate-  
 rial, and that ..... will erect and build other improvements on said leased premises as  
 follows: .....

.....  
 Said part.. of the second part further covenant.. and agree.. that at the expiration  
 of the time mentioned in this lease ..... will surrender to said part.. of the first part  
 peaceable possession of the leased premises in good condition, the usual wear and unavoid-  
 able accidents excepted, and that failure, neglect, or refusal to pay the rental, or any part



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

Witnesses: <sup>a</sup>

P. O. ....	}	as to .....	[SEAL.]
P. O. ....			
P. O. ....	}	as to .....	[SEAL.]
P. O. ....			
P. O. ....	}	as to .....	[SEAL.]
P. O. ....			
P. O. ....	}	as to .....	[SEAL.]
P. O. ....			

UNITED STATES OF AMERICA, INDIAN TERRITORY,  
 .....  
*Judicial District, ss:*

Be it remembered that on this day came before me, the undersigned, .....  
 ....., within and for the ..... judicial district of the Indian Territory  
 aforesaid, duly commissioned and acting as such, .....

to me personally well known as ..... the part .. lessor .. in the within  
 and foregoing lease, and stated that ..... executed the same for the consideration and  
 purposes therein mentioned and set forth; and I do hereby so certify.

Witness my hand and seal as such ..... on this ..... day of  
 ....., 190..

.....  
 .....  
 (My commission expires.....)

---

<sup>a</sup> Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,  
WASHINGTON, D. C.

GRAZING LEASE.

..... NATION, IND. T.

..... TO

..... OF

..... Sec. ...., Tp. ...., Range .....,  
..... in the ..... Nation, Indian Territory.  
..... Dated ....., 190..  
..... Expires ....., 19.....

.....  
....., 88:  
..... Filed for record this ..... day of  
....., 190., at .....  
..... o'clock .. m.

By .....

DEPARTMENT OF THE INTERIOR,  
U. S. INDIAN SERVICE,  
UNION AGENCY,

*Muskogee, Ind. T.*, ....., 190..

The within lease is forwarded to the Com-  
missioner of Indian Affairs with recommen-  
dation that it be .....  
See my report of even date.

.....  
*U. S. Indian Agent.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,

*Washington, D. C.*, ....., 190..

Respectfully submitted to the Secretary  
of the Interior with recommendation that  
it be .....

.....  
*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C.*, ....., 190..

.....  
*Secretary of the Interior.*

[FORM M.—TO ACCOMPANY LEASES EXECUTED BY ALLOTTEES OF THE FIVE CIVILIZED TRIBES.]

**AFFIDAVIT OF SURETY.**

[To be used only when individual sureties are offered.]

..... }  
..... } ss:

I, ....., one of the sureties on the prefixed bond of ..... as ....., depose and say that I am worth in unincumbered property, over and above my debts, liabilities, and exemptions under the laws of the ..... of ..... dollars and upward, as follows:

Real estate, valued at ..... dollars, situate in ..... and consisting of *a* .....

..... : and  
Personal estate, valued at ..... dollars, located in ..... and consisting of *b* .....

(Signature) .....  
(Post-office address) .....

Subscribed and sworn to before me this ..... day of .....

[SEAL.]

..... }  
..... } ss:

I, ....., do hereby certify that ....., who administered the above oath, was, at the time of doing so, a ..... in and for said ....., duly qualified to act as such, and to administer oaths in such cases, and that I believe his signature, as above written, is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of ..... this ..... day of ..... one thousand nine hundred and .....

[Indorsed.]

**AFFIDAVIT OF SURETY.**

(To accompany leases executed by allottees of the Five Civilized Tribes.)

<sup>a</sup> Here state whether city property, improved or unimproved, farm, or unimproved land. Property must be described by street numbers, lot numbers, or section, township, and range numbers.

<sup>b</sup> Here describe the nature of the property, whether notes, bonds, stocks, merchandise, etc. State also, as nearly as practicable, the present market value.