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6072

OFFICE OF
INDIAN AFFAIRS.
Rec'd FEB 14

1891

Indian Training Sch. Carlisle Pa

Capl R W Pratt, 10th Cav'y, Sup't

February 13th, 1891

Regarding articles of agreement
with Chester Cornelius, now
at Eastman Business College,
Poughkeepsie, N.Y.

True

See letter to Pratt Dec. 22/90.

E
File

I forward herewith Articles of Agreement sent me
in the favor of Chester Cornelius, also the letter of President
Gaines, of Eastman Business College, Poughkeepsie, which ex-
plains, together with the condition the Articles of Agreement.
one seems to be spoiled, I respectfully refer the matter to
you in the situation. As I have no other plans, and this
the Office and request that communication direct with Pres't.
Gives no name.

Very respectfully,

Your obt. serv't.,

[Signature]

Capt. John C. ...

2566

INDIAN INDUSTRIAL SCHOOL,
CARLISLE, PA.

February 13, 1891.

To The Hon.,

Commr. of Indian Affairs,

Washington, D. C.

Sir:-

I forward herewith Articles of Agreement sent me
in favor of Chester Cornelius, also the letter of President
Gains, of Eastman Business College, Poughkeepsie, which ex-
plains, together with the condition the Articles of Agreement
are in, the situation. As I have no other blanks, and this
one seems to be spoiled, I respectfully refer the matter to
the Office and request that communication direct with Pres't.
Gains be made.

Very respectfully,

Your obt. servt.,

R. H. Pratt

Capt. 10th Cav'y.,

Supt.

6072

INDIAN OFFICE

Inclos No. 2

1891.



EASTMAN BUSINESS COLLEGE.

PRESIDENTS OFFICE

Rough Kepsie, N.Y.

February 11, 1891.

Capt. R. H. Pratt,
Supt. Indian School,
Carlisle, Pa.

Dear Sir: ----

Mr. Chester P. Cornelius, who has been here some ten days or two weeks, brought me in the other day a form of agreement between, as I understand it, himself and us for such expenses as should be necessary to him during his stay here from now until the first of July. I filled this blank with his name as party of the first part, but when he came in this morning I found out that he was not himself a commissioner, and that ¹ had probably made one or two other errors in writing out the contract.

I wish particularly your instructions as to who the party of the first part should be and as to the sum of money I should fill in on the second page of the contract, before returning same. I enclose it herewith and would ask you to read it over and correct such errors as may appear in it and signify as far as possible how it should be filled out.

The young man is anxious to have his money as soon as he may get it from the Government, and any haste you may make in this matter will, I know, receive his grateful acknowledgement.

Very truly yours,

C. C. Gaine

ARTICLES OF AGREEMENT

BETWEEN

Washington, D. C.,....., 189.....

The within contract is

AND

Secretary.

For

Dated

Expires

Registered, Contract Book No., p.

To be made in quintuplicate; one to be retained by agent one to be delivered to contractor, two to be forwarded to Office of Indian Affairs, and one to "Returns Office."

All contracts must be sealed by wax or other adhesive substance.

1 This Agreement, made and entered into this 21st day of February,
2 one thousand eight hundred and ninety-one by and between Chester J.
3 Cornelius of the Indian School at Carlisle
4 State of Pennsylvania,
5
6

7 for and on behalf of the United States of America, party of the first part, and Clement
8 C. Gaines, President of Eastman
9 Business College, of the City of Pough-
10 keepsie, State of New York,
11

12 party of the second part:

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

15 ARTICLE 1. The party of the second part, for and in consideration of the compensation herein-
16 after named, agrees:

17 1. To feed, lodge, care for and educate under this contract at Eastman Bus-
18 ness College and in such boarding house
19 as may be agreed upon by said Chester J. Cornelius
21 in a manner satisfactory to the party of the first part, what should go here?
22 Indian pupil by name Chester J. Cornelius of the
23 Oweida tribe of Indians, 21 years of age.

24 2. To enroll the said Chester J. Cornelius
25 Indian pupil as a student of the said Eastman Business College
26 for the whole of the current school year, beginning 9th February
27 1891, and ending June 30, 1891, and to grant to the said Chester J. Cornelius
28 all the privileges usually allowed students of the said Eastman Business College

29 3. To supply the said Chester J. Cornelius with suitable and sufficient
30 subsistence, lodging accommodations, medical attendance, school books, stationery, school appliances,
31 and all other articles necessary to his personal comfort.

32 4. To give the said Chester J. Cornelius instruction on at least five
33 days in each week, legal holidays and the school vacations excepted, such school vacations not to
34 exceed _____ months and occurring within the present fiscal year as follows: _____

35 No Vacations
36

37 5. To report to the Indian Office at the expiration of each quarter the number of days said
38 *Chester Cornelius* has been instructed during the quarter and the
39 progress made by said pupil in his studies.

40 6. To not transfer this contract or any interest therein, as provided by section 3737 of the
41 U. S. Revised Statutes, to any other party or parties, it being understood that if this contract or any
42 interest therein shall be transferred by the party of the second part, by that act the party of the
43 first part will be relieved from all obligations under the contract; but all rights of action for breach
44 of the contract by the party of the second part will be reserved to the party of the first part.

45 ARTICLE 2. The said party of the first part in consideration of the faithful performance by the
46 party of the second part of the aforesaid agreement and stipulations, agrees:

47 1. To pay said party of the second party at the rate of _____ per annum, pay-
48 ments to be made quarterly at the end of each quarter of the fiscal year upon vouchers in duplicate,
49 sworn to and subscribed by the party of the second part, that the terms of Article 1 of this contract
50 have been faithfully carried out, it being agreed, however, that any fractional quarter created by
51 section 4, article 1, shall so far as relates to compensation be considered as a full quarter.

52 ARTICLE 3. The party of the first part reserves the right to abrogate this contract on a notice
53 of thirty days given in writing to the party of the second part, provided that the party of the second
54 part has failed to comply with the agreements and stipulations of this contract.

55 ARTICLE 4. It is expressly agreed and stipulated between the parties to this contract:

56 1. That upon agreement between them, this contract may be changed, altered, modified, or
57 abrogated, in whole or in part; but no such change, alteration, or modification shall entitle the
58 party of the second part to receive a greater compensation for the service hereinbefore provided for
59 than the compensation specified.

60 2. That no member of, or delegate to, Congress, officer, agent, or other employé of the Govern-
61 ment, shall be admitted to any share or part in this contract, or derive any pecuniary benefit there-
62 from.

63 ARTICLE 5. This agreement is made subject to the approval of the Secretary of the Interior.

64 **In Witness Whereof**, the undersigned have hereunto subscribed their names and
65 affixed their seals the day and year first above written.

Witnesses:

For the party of the first part.

[SEAL.]
Commissioner of Indian Affairs.

For the party of the second part.

[SEAL.]

What amount of money? Mr Cornelius
tells me he is entitled to draw only such
part of \$167 as the remainder the year would
justify - that is less than half. Such a sum
would be insufficient for his board lodging
and tuition for the time in question.
C.C.G.