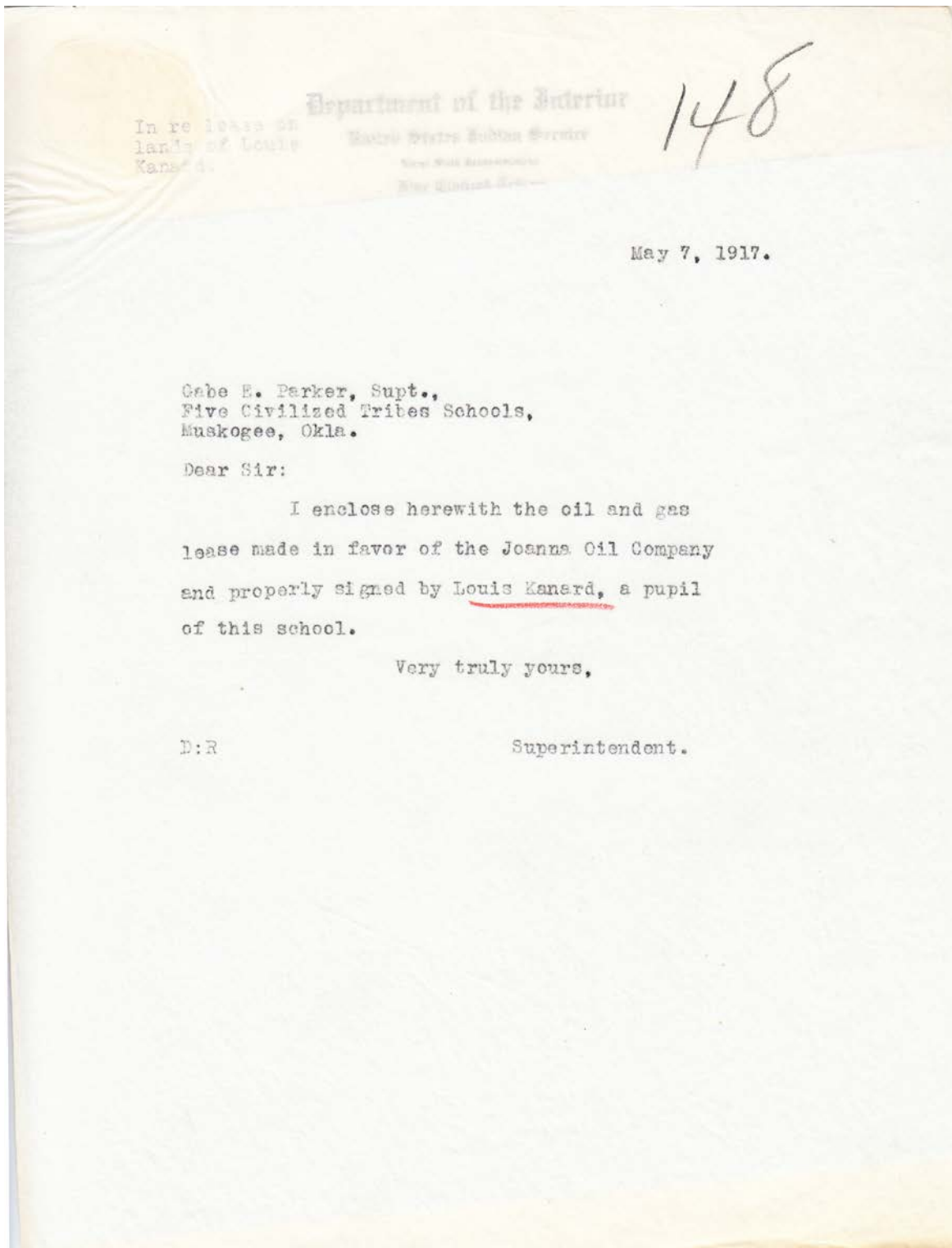


Louis Kanard

[Link to Student File on the Carlisle Indian School Digital Resource Center](#)

Box 119, Folder 4832



Louis Kanard page 30.

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Department of the Interior
United States Indian Service
Local Field Representative
Five Civilized Tribes

Okmulgee, Okla., April 28, 1917.

Supt. Carlisle Indian School,
Carlisle, Pa.

Dear Sir:

Mr. C. Y. Audd, agent for the Joanna Oil Company, a corporation of Tulsa, Oklahoma, requests me to forward the enclosed oil and gas lease to you to have Louis Kanard, a student from here in your school, to execute. This is a regular Departmental form lease on blank issued by the Department for that purpose and runs for a period of ten years or as much longer as oil or gas is found in paying quantities. They are paying a bonus of \$500.00 for the lease, \$100.00 cash to be paid Louis when he executes the lease and draft for \$400.00 payable to W. M. Baker, Cashier, to be paid Louis when said lease is approved by the Secretary of the Interior. This lease will have to be submitted to the Superintendent at Muskogee after it is executed by the allottee and then forwarded to the Department at Washington to be approved by the Secretary of the Interior.

I consider this a good price to pay for the lease and more than some have received in the same vicinity and if it is not all it is worth when it goes

#2

to the Superintendent's office at Muskogee the Oil Inspector will raise the bonus to what he thinks it should be worth. If Louis cares to make this lease for that price please have him sign all copies of lease and bonus affidavit and you please execute the bonus affidavit at the bottom and have leases acknowledged before a Notary or someone authorized to administer an oath and return all papers ~~xxxxxxxxxxxxxxxxxxxx~~, and if he does not execute the lease return the \$100.00 and all papers to me to be delivered to the above named parties at your earliest convenience.

Trusting this will meet with your approval and
thanking you in advance, I remain,

Respectfully yours,

Harry B. Seddick

Field Clerk.

HBS*RL
Enclosures.

THE JOANNA OIL CO.
TULSA, OKLAHOMA

148

June 1, 1917.

Mr. R. D. Hanawalt, Secy.,
The Joanna Oil Co.,
Tulsa, Okla.

Dear Sir:

The receipt is acknowledged of your letter of May 16, 1917, in which you refer to a bonus affidavit executed before me on May 5, 1917, by Louis Kanard to the Joanna Oil Co., and request me to execute a certain affidavit concerning the matter.

In response you are advised that I do not feel that I should be asked to make the affidavit in question at least without the lease papers before me for identification. On or about May 5, 1917, Louis Kanard did execute a bonus affidavit on his lease to the Joanna Oil Company. I cannot, of course, swear that it is the lease in question because our records here do not show the land covered by the lease.

If you care to send me the papers in question I will be glad to make the affidavit.

Very truly yours,

JF:R

Superintendent.

Louis Kanard page 33.

THE JOANNA OIL CO.

TULSA, OKLAHOMA

May 16, 1917

Mr. John Francis, Jr.,
c/o Carlisle University,
Carlisle, Pa.

Dear Sir:

On May 5, 1917, you executed bonus affidavit on lease given by Lewis Kanard to the Joanna Oil Company; Before filing this lease with the Department our attorney requests an affidavit from you to the effect that you signed the affidavit on this date - also stating your position with the Government.

Will you be so kind as to make such an affidavit properly execute same and return it to us at your earliest convenience, and greatly oblige,

Yours very truly,

JOANNA OIL COMPANY

By

R. L. Kanawalt
Secy-

Louis Kanard

TO OIL AND GAS LESSEES OR ASSIGNEES:

Section 39 a of the regulations of April 20, 1906, provides as follows:

"No lease or any interest therein by working or drilling contract or otherwise, or the use of such lease, shall be sublet, assigned or transferred, directly or indirectly, 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 to terminate the lease in the manner therein provided, and the lessor shall then be entitled to take immediate possession of the land."

A similar provision is contained in all Departmental oil and gas mining leases, and as there seems to be a growing tendency on the part of prospective lease owners to immediately take possession of a lease for the purpose of beginning operations immediately after the execution of an assignment and before Departmental approval thereof, proposed assignees are cautioned in all cases to bear in mind that this action is a clear violation of the terms of the lease and the regulations of the Department to which it is subject.

In some cases which have heretofore been brought to the attention of this office, prospective owners of leases have submitted various reasons, including unfamiliarity with the regulations, necessity for early operations, etc., and have asked, notwithstanding their violation of the terms of the lease, that the assignment be approved and the title thereby perfected.

Further complications arise where proposed assignees pay the holder of the lease the consideration agreed upon prior to the approval of the assignment. The lessee, in many cases, has declined to take any further interest in the matter, or furnish reports or papers required by the Department to place the assignment in proper shape for approval.

In all cases where the land involved should be operated immediately, or where the prospective lease owner desires to operate the premises at an early date, upon receipt of notice to that effect, I shall be glad to give such cases early and especial attention, to the end that such assignments may be approved with the least possible delay, but proposed assignees should in no case attempt to take possession of the land until the assignment of lease covering the same has been approved.

Furthermore, under the express terms of the leases themselves, I see no other alternative, if this practice is repeated, than to make an adverse recommendation on the assignment, and such violation of the lease contracts will also make the leases themselves subject to cancellation.

In other words, purchasers of leases should not pay for nor take possession under an assignment until the case has been acted upon and approved by the Department.

Sincerely yours,

Louis Kanard

OFFICE OF SUPERINTENDENT
FOR THE FIVE CIVILIZED TRIBES,
Muskogee, Oklahoma,
JANUARY 1, 1916.

GABE H. PARKER
Superintendent for the
Five Civilized Tribes.

4832
Okmulgee, Okla
11/17-17

December 10, 1917.

Mr. Louis Kanard
R #3 Box 34
Okmulgee, Oklahoma.

Dear Louis:-

Replying to your letter asking if the sum of \$400, lease money, was ever paid to me for you, I have to advise that I have not received any such sum of money for you. If you think there is this amount due you on a lease, I would advise you to see your former guardian about it and if necessary see also Mr. Parker, your superintendent.

I enclose a check for \$91.09 from your account, the check made payable to your sister Louise, in accordance with your wishes. You can sign the check and return it to me and I will have it placed to her credit in bank.

Very truly yours

Superintendent

NRD-Inc.

she may have all to her
privilege,

Only I want to know if the money
on the oil lease was ever laid
there, it was \$400.00 if so I will
be glad to know, or if you can
send it to me.

Because it is too much money
for me to let go.

And you may not do it, so if
the case is, remain it for school
purpose.

Kindly, answer soon.
Yours truly

Louis Kanard.

P.O. Okmulgee Okla.
R.R. #3. Box 34.

she may have all to her
privilege,

Only I want to know if
the money on the oil
lease [illegible]
[illegible] laid. There, it
was \$400.00 if so I will
be glad to know, or if
you can send it to me.

Because it is too much
money for me to let go.

And you may not do
it, so if the case is,
remain it for school
purpose.

Kindly, answer soon
Yours truly

Louis Kanard

P.O. Okmulgee,
Oklahoma