

# Exhibit 22c

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in the case of:

**People of the Republic of Texas  
and the  
Sovereign Nation of the Republic of Texas**

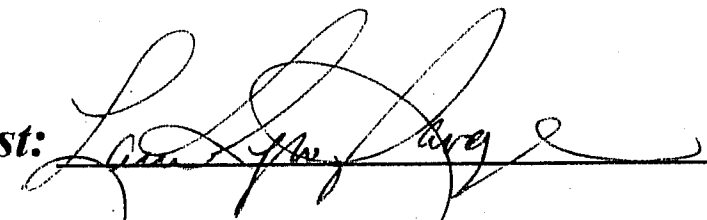
v.

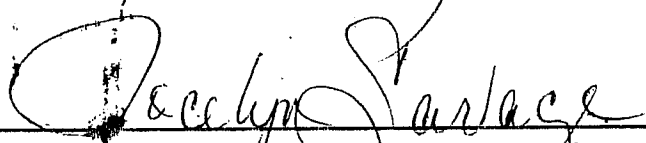
**UNITED NATIONS  
(and all it's Political Subdivisions)  
and  
UNITED STATES  
(and all it's Political Subdivisions)**

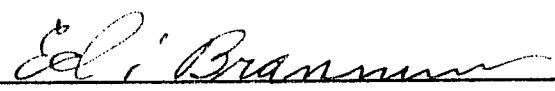
**Under Pains and Penalties of perjury and the laws of the Almighty, and being sworn under a vow and oath, I attest that the attached pages are true and correct representations of:**

**The Fredonian Declaration of Independence, from: Ernest Wallace, David M. Vigness, and George B Ward, *Documents of Texas History*, (State House Press, Texas, 1994).**

**This attestation is made on August 18, 1998.**

**Attest:**  \_\_\_\_\_

  
\_\_\_\_\_  
**Witness to source and above signature**

  
\_\_\_\_\_  
**Witness to above signatures**

## 25. DE WITT'S EMPRESARIO CONTRACT

April 15, 1825

From Ethel Ziveley Rather, "De Witt's Colony," *The Quarterly of The Texas State Historical Association*, VIII (October, 1904), 173-175.

Next to Austin, Green De Witt was the most successful of the *empresarios* who contracted to bring settlers to Texas under the terms of the colonization law of 1825. De Witt petitioned the state authorities at Saltillo on April 7, 1825, for permission "to colonize with four hundred industrious Catholic families" in accordance with the colonization law the lands between the Lavaca River and a line two leagues west of and parallel to the Guadalupe River and between the San Antonio-Nacogdoches Road and the ten-league reservation adjacent to the Gulf. The contract, signed by De Witt and the state officials on April 15, 1825, follows.

Conditions upon which is allowed the projected introduction by Green De Witt, a citizen of the United States of North America, of four hundred families as colonists into the department of Texas.

1st. Inasmuch as the plan presented in the preceding memorial by the person concerned conforms to the colonization law of the honorable congress of the state, adopted March 24, the government consents to it, and, therefore, in fulfillment of article 8 [of this colonization law], and in consideration of his petition, assigns to him the land for which he asks, contained within these limits: Beginning on the right bank of the Arroyo de la Vaca at a distance of the reserved ten leagues from the coast, adjoining the colony of Stephen Austin, the line shall go up this arroyo as far as the Béjar-Nacogdoches road; it shall follow this road toward the west until it reaches a point two leagues west of the Guadalupe River; from there it shall run parallel with the river south toward the coast until it reaches the ten-league coast reservation; thence it shall run along the inner edge of this reservation toward the east to the place of beginning.

2nd. The *empresario* shall respect the rights of individuals legally possessed of lands within this district.

3rd. In accordance with the above-mentioned colonization law of March 24, the *empresario*, Green De Witt, shall be obliged under penalty of losing the rights and

privileges guaranteed by article 8 of this law, to introduce the four hundred families within the term of six years beginning from to-day.

4th. The families that shall compose this colony, besides being Catholic, as the *empresario* promises in his petition, must also be able to prove, by certificates from the authorities of the localities from which they come, their good moral character.

5th. The *empresario* shall not introduce into his colony criminals, vagrants, or persons of bad morals, and if such be found there he shall cause them to leave the republic, by force of arms if necessary.

6th. To this end he shall organize, in accordance with law, the national militia, and he shall be commanding officer of it until other arrangements shall be made.

7th. When he shall have introduced at least one hundred families he must advise the government, in order that a commissioner may be sent to put the colonists in possession of their lands according to law, and to establish towns, for which he shall carry competent instructions.

8th. Official correspondence with the government or with the state authorities, legal instruments, and other public documents must be written in Spanish, and when towns shall have been formed, it shall be the duty of the *empresario* to establish schools in that language.

9th. It shall also be his duty to erect churches in the new towns; to provide them with ornaments, sacred vessels, and other adornments dedicated to divine worship; and to apply in due time for the priests needed for the administration of spiritual instruction.

10th. In all matters not here referred to he shall be governed by the constitution, the general laws of the nation, and the special laws of the state which he adopts as his own. . . .

## 26. THE FREDONIAN DECLARATION OF INDEPENDENCE

December 21, 1826

From H. P. N. Gammel (comp.), *The Laws of Texas, 1822-1897* (10 vols.; Austin, 1898), I, 107-110.

On April 15, 1825, Haden Edwards secured an *empresario* grant to settle eight hundred families on the unoccupied lands covering a large area in the vicinity of Nacogdoches. Within the limits of the grant were descendants of the old Spanish settlers; a number of Anglo-Americans and Mexicans who had obtained land grants from the Mexican government; a group of about thirty families who, having started for Austin's colony but having stopped on the San Jacinto, had been incorporated into "The Old Three Hundred;" and finally, the squatters, some of whom had arrived before 1819 under the illusion that they would be within the United States when the boundary was established.

Edwards, asserting more power than his contract conferred upon him, charged a higher fee for the lands than the government price,

and threatened to expel those who already held legal title unless they paid the difference. Both the squatters and those claiming rights under Spanish and Mexican grants hastened to obtain or perfect their titles, and Edwards, discovering evidences of fraud, announced that all titles must be brought to him for approval. When he questioned the validity of some, the political chief held that his action was unwarranted.

The issue became involved in the election for an alcalde. Edwards' son-in-law received the majority of votes, but the political chief threw out those cast by the squatters residing within the twenty-league prohibited zone adjacent to the United States and installed in office the anti-Edwards candidate who proceeded to decide most title controversies against Edwards. In Haden Edwards'

absence, his brother, Benjamin W., wrote complaining about the situation to the governor, who took offense at the tone of the letter and on October 2, 1826, cancelled Edwards' contract. Feeling that he had been dealt with unjustly and standing to lose a heavy capital investment, Edwards, rebelled and negotiated a treaty with the Cherokees, who were resentful toward Mexico for having refused them a land grant. The treaty, signed at Nacogdoches on December 21, 1826, provided that in return for their aid in the insurrection the Cherokees were to have the territory lying north of an east-west line drawn a short distance north of Nacogdoches, and embodied a declaration of independence of Texas. The document follows.

Whereas, the Government of the Mexican United States, have by repeated insults, treachery and oppression, reduced the White and Red emigrants from the United States of North America, now living in the Province of Texas, within the Territory of the said Government, into which they have been deluded by promises solemnly made, and most basely broken, to the dreadful alternative of either submitting their freeborn necks to the yoke of an imbecile, faithless, and despotic government, miscalled a Republic; or of taking up arms in defence of their unalienable rights and asserting their Independence; They—viz:—The White emigrants now assembled in the town of Nacogdoches, around the Independent Standard, on the one part, and the Red emigrants who have espoused the same Holy Cause, on the other, in order to prosecute more speedily and effectually the War of Independence, they have mutually undertaken, to a successful issue, and to bind themselves by the ligaments of reciprocal interests and obligations, have resolved to form a Treaty of Union, League and Confederation.

For the illustrious object, BENJAMIN W. EDWARDS and HARMAN B. MAYO, Agents of the Committee of Independence, and RICHARD FIELDS and JOHN D. HUNTER, the Agents of the Red people, being respectively furnished with due powers, have agreed to the following Articles.

1. The above named contracting parties, bind themselves to a solemn Union, League and Confederation, in Peace and War, to establish and defend their mutual independence of the Mexican United States.

2. The contracting parties guaranty, mutually, to the extent of their power, the integrity of their respective Territories, as now agreed upon and described, viz: The Territory apportioned to the Red people, shall begin at the Sandy Spring, where Bradley's road takes off from the road leading from Nacogdoches to the Plantation of Joseph Dust, from thence West, by the Compass, without regard to variation, to the Rio Grande, thence to the head of the Rio Grande, thence with the mountains to the head of Big Red River, thence north to the boundary of the United States of North America, thence with the same line to the mouth of Sulphur Fork, thence in a right line to the beginning.

The territory apportioned to the White people, shall comprehend all the residue of the Province of Texas, and of such other portions of the Mexican United States, as the contracting parties, by their mutual efforts and resources, may render Independent, provided the same shall not extend further west than the Rio Grande.

3. The contracting parties mutually guaranty the rights of Empresarios to their premium lands only, and the rights of all other individuals, acquired under the

Mexican Government, and relating or appertaining to the above described Territories, provided the said Empresarios and individuals do not forfeit the same by an opposition to the Independence of the said Territories, or by withdrawing their aid and support to its accomplishment.

4. It is distinctly understood by the contracting parties, that the Territory apportioned to the Red people, is intended as well for the benefit of the Tribes now settled within the Territory apportioned to the White people, as for those living in the former Territory, and that is incumbent upon the contracting parties for the Red people to offer the said Tribes a participation in the same.

5. It is also mutually agreed by the contracting parties, that every individual, Red and White, who has made improvement within either of the Respective Allied Territories and lives upon the same, shall have a fee simple of a section of land including his improvement, as well as the protection of the government under which he may reside.

6. The contracting parties mutually agree, that all roads, navigable streams, and all other channels of conveyance within each Territory, shall be open and free to the use of the inhabitants of the other.

7. The contracting parties mutually stipulate that they will direct all their resources to the prosecution of the Heaven-inspired cause which has given birth to this solemn Union, League and Confederation, firmly relying upon their united efforts, and the strong arm of Heaven, for success.

In faith whereof the Agents of the respective contracting parties hereunto affix their names. Done in the Town of Nacogdoches, this twenty-first day of December, in the year of our Lord one thousand eight hundred and twenty-six.

[Signed.]

B. W. EDWARDS,  
H. B. MAYO,  
RICHARD FIELDS,  
JOHN D. HUNTER,

We, the Committee of Independence, and the Committee of Red People, do ratify the above Treaty, and do pledge ourselves to maintain it in good faith. Done on the day and date above mentioned.

[Signed.]

MARTIN FARMER, President

RICHARD FIELDS,  
JOHN D. HUNTER,  
NE-KO-LAKE,  
JOHN BAGS,  
CUK-TO-KEH,  
HADEN EDWARDS,  
W. B. LEGON,  
JNO. SPROW,  
B. P. THOMSON,  
JOS. A. HUBER,  
B. W. EDWARDS,  
H. B. MAYO.