

RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

BE IT RESOLVED by the Council of the White Mountain Apache Tribe that the Tribe consent to and approve, and it does hereby consent to and approve, an amendment to its general representation contract with tribal attorneys Curry and Wright, a copy of which amendment is attached hereto, and which amendment Nelson Lupe, chairman of such Council, be and he is authorized and directed to execute on behalf of such Tribe.

The foregoing resolution was on 7 January 1952 duly approved and adopted by a vote of 6 for and 0 against by the Council of the White Mountain Apache Tribe pursuant to authority vested in it by Section 1-(b) of Article VI of the constitution of such Tribe, which constitution was ratified by the Tribe on 15 August 1938, and approved by the Secretary of the Interior on 26 August 1938 pursuant to Section 16 of the Indian Reorganization Act of 16 June 1934 (48 Stat.984), as amended.

Nelson Lupe Es.
Nelson Lupe
Chairman of the Tribal Council

Acting Secretary of the Tribal Council

Approval recommended
on January 1952

John O. Crow
Supt.

AMENDMENT TO ATTORNEYS' GENERAL REPRESENTATION CONTRACT

The attorneys' general representation contract by and between the White Mountain Apache Tribe as client and James E. Curry of Washington, D. C., and C. H. Wright of Tucson, Arizona, as attorneys, which was originally executed on behalf of the tribe under date of 30 December 1949 and by James E. Curry under date of 13 December 1949 and by C. H. Wright under date of 15 December 1949, conditionally approved on 4 April 1950 on April 1950 on behalf of the Commissioner of Indian Affairs, and amended on 1 May 1950 to conform to the conditions imposed in such approval which conditions were on such latter date accepted by such tribe and by C. H. Wright and on 28 September 1950 by James E. Curry, the contract thereby becoming effective retroactively as of 1 January 1950, and which bears symbol No. 1-1-IND 42,279 and is recorded in Volume 17 at page 47 of Miscellaneous records in the Office of Indian Affairs in the Department of the Interior at Washington, D. C., is hereby further amended by adding to paragraph 7 thereof (after sub-paragraph d of such paragraph 7) the following:

"The aforesaid 'actual and necessary traveling expenses', insofar as they are incurred by Associate Attorney C. H. Wright within the State of Arizona, shall, for each trip he has taken since 1 January 1950 and may take during the time this contract is in effect on tribal business away from his headquarters at Tucson, include but be limited to (a) 7¢ for each mile he drives his automobile and (b) a subsistence of \$8.00 per day. For each period of less than 24 hours, a day shall be broken down into 4 parts of 6 hours each commencing with midnight, and the \$8.00 per diem shall be broken down accordingly. Whenever one of his trips is on business of the Tribe and also of others, both the mileage and per diem charges shall be divided equitably among all those, including the Tribe, on whose business the trip was taken."

Executed at the places and on the dates set opposite the signatures of the parties hereto, respectively, as follows:

Whiteriver, Arizona
7 January 1952

White Mountain Apache Tribe

by

Nelson Lums
Chairman of its Council

Washington, D. C.
November 24, 1951

S/ James E. Curry
Chief Attorney

Tucson, Arizona
29 November 1951

S/ C. H. Wright
Associate Attorney

AMENDMENTS TO ATTORNEY'S CLAIMS CONTRACT

The attorney's claims contract by and between the White Mountain Apache Tribe of the Fort Apache Indian Reservation as client and James E. Curry of Washington, D.C., as attorney, which was originally executed under date of 23 June 1948 and approved on 4 August 1948 on behalf of the Commissioner of Indian Affairs, thereby becoming effective as of the latter date, after which the association by said James E. Curry of C. W. Wright of Tucson, Arizona, and others as additional attorneys under such contract was approved by such Tribe on 15 July 1949 and on behalf of the Commissioner of Indian Affairs on 24 August 1949, and which contract bears symbol No. I-1-Ind 42,076 and is recorded in Volume 14 at page 71 of Miscellaneous records in the Office of Indian Affairs in the Department of the Interior at Washington, D. C., is hereby amended as follows and not otherwise:

1. By inserting at the end of the 3th paragraph (being that ending with the words "Public Law 726") thereof the following:

"The parties hereto further agree that such expenses shall include among others (all such expenses to be subject as aforesaid to the approval of the Indian Claims Commission) the actual and necessary traveling expenses of attorney Curry and of each other attorney whose association with Curry shall have been approved by the Tribe and the Commissioner of Indian Affairs. The aforesaid 'actual and necessary traveling expenses', insofar as they are incurred by associate attorney C. W. Wright within the State of Arizona, shall, for each trip he has taken since 4 August 1947 and may take during the time this contract is in effect on tribal claims business away from his headquarters at Tucson, include but be limited to (a) 7¢ for each mile he drives his automobile and (b) a subsistence of \$5.00 per day. For each period of less than 24 hours, a day shall be broken down into 4 parts of 6 hours each commencing with midnight, and the \$5.00 per diem shall be broken down accordingly. Whenever one of his trips is on claims business of the Tribe and also on other business of others, both the mileage and per diem charges shall be divided equitably among all those, including the Tribe, on whose business the trip was taken."

2. By deleting the next to the last paragraph of such contract which reads as follows: "It is agreed that the death of the attorney, party of the second part, shall terminate this contract."; and by inserting in lieu thereof the following:

"It is further agreed by and between the parties hereto that the death of the attorney shall terminate this contract unless he leaves surviving associate counsel holding an interest in this contract under an assignment duly approved by both parties hereto and by the Commissioner of Indian Affairs, in which event such associate counsel shall be entitled to proceed in all matters pending, and to prosecute all proceedings, until their final determination under the terms and conditions of, and as a compliance with the provisions of, this contract."

executed at the places and on the dated set opposite the signatures of the parties hereto, respectively, as follows:

Flagstaff, Arizona
7 January 1952

White Mountain Apache Tribe

by

Nelson Lane Jr.
Chairman of its Council