

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

WHEREAS, The State Highway Department will soon begin construction on the new highway 73 from McNary to Springerville, and

WHEREAS, The new road will require the cutting of a 54 acre strip of timber, and in addition there are 99 acres of old timber that was reserved along the old road that should be selectively logged containing in all about 700,000 board feet, more or less.

NOW THEREFORE BE IT RESOLVED That the Superintendent be instructed to advertise this said timber at a minimum price of twelve dollars (\$12.00) per thousand board feet and that a sale be made according to regulations to the highest bidder.

BE IT FURTHER RESOLVED, That tribal funds be made available not to exceed seventy-five dollars (\$75.00) for newspaper advertisement of this timber in order that as many prospective bidders as possible be obtained.

The foregoing Resolution was on March 10, 1952 duly adopted by a vote of 9 for and 0 against, by the Tribal Council of the White Mountain Apache Tribe pursuant to authority vested in it by Article VI, Section 1 (n) of the Constitution and By-Laws of the Tribe, ratified by the Tribe on August 15, 1938 and approved by the Secretary of the Interior on August 26, 1938 pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

Nelson Lipe Jr.
Chairman of the Tribal Council

W. W. C. English
Secretary of the Tribal Council

Recommended: *John O. Crow*
John O. Crow, Superintendent

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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, 2 amendments to its claims contract with attorney Curry, a copy of which amendments are attached hereto, and which amendments Nelson Lupe chairman of ~~such~~ Council be and he hereby 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 on 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 18 June 1934 (48 Stat. 984), as amended.

Nelson Lupe Sr.
Nelson Lupe
CHAIRMAN OF THE TRIBAL COUNCIL

Acting Secretary of the Tribal Council

Approval recommended
on January 1952

John O. Crow
Sunt.

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. M. 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 8th 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. M. Wright within the State of Arizona, shall, for each trip he has taken since 4 August 1948 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 \$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 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:

Whiteriver, Arizona
7 January 1952

White Mountain Apache Tribe

by

Nelson Luce Sr.
(1) Chairman of its Council

(2)

Washington, D. C.
November 25, 1951

S/James E. Curry
James E. Curry
Attorney