ATTORNEY'S CONTRACT

THIS AGREEMENT, made and entered into, this first day of April, 1940, by and between Bruce Grosbeck, Nellie F. Scott and Robert Friday, acting for and on behalf of the Northern Arapaho Tribe of Indians residing upon the Wind River Indian Reservation in the State of Wyoming, under authority vested in them by a Resolution of the General Council of said Northern Arapaho Tribe of Indians, held on March 13, 1940, of which the minutes are attached to this Contract, marked Exhibit A, and made a part hereof, and F.M. Goodwin, and John G. Carter, Attorneys at Law, of Washington, District of Columbia, Parties of the Second Part:

WITNESSETH: That the Party of the First Part hereby contracts with, retains and employs the Party of the Second Part as their Attorneys in the matters hereinafter set forth, subject, however, to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior and pursuant to Sections 2104, 2105 and 2106 of the Revised Statutes of the United States (Sections 81, 82 and 84, Title 25 of the United States Code).

It shall be the duty of the said Parties of the Second Part to advise the Party of the First Part and to represent it in connection with the proper investigation and preparation of its claims against the United States arising out of any or all Treaties, Agreements, Acts of Congress and Executive Orders of the President of the United States with or concerning the Party of the First Part, and to represent said Party of the First Part, and to prepare and present its claims before the Committees of Congress, the Bureaus and Departments of the United States Government and the Courts of the United States.

It shall further be the duty of the Parties of the Second Part to make a careful and full investigation of the claims of the Party of the First Part in and to the Black Hills of South Dakota, and to investigate the merits of the petition hitherto filed in the United States Court of Claims by Daniel B. Henderson in regard to said Black Hills claims, which petition has been filed on behalf of the Party of the First Part as an Intervenor in the suit filed by the Sioux Nation against the United States in said Court of Claims; and it shall be the duty of the Party of the Second Part to prosecute said suit, if in their opinion it has merit, and may be brought to a successful conclusion, and it shall be the duty of the Parties of the Second Part, if they, in their opinion, believe the said Black Hills claim of the Parties of the First Part
cannot be brought to a successful conclusion by prosecuting the same, they shall make a written report to the General Council of the Party of the First Part setting forth their opinions upon said claims, and the reasons they have for believing that they cannot be successfully prosecuted.

The Parties of the Second Part in the performance of the duties required of them under this contract shall be subject to the supervision and direction of the Commissioner of Indian Affairs and the Secretary of the Interior, and shall not make any compromise or settlement or adjustment of the matters in controversy on account of the suit or claims brought under this contract, unless with the approval of either or both of said officers; and said Parties of the Second Part shall also pursue the claims of the said Party of the First Part to and through the Court or Tribunal of final resort unless authorized and directed by the Secretary of the Interior to terminate the prosecution of said claim or claims at an intermediate stage thereof.

It is agreed that the Parties of the Second Part may associate with them under this contract such Attorneys as they may select; Provided; That neither the United States nor the Party of the First Part is to be at any expense by reason of said employment of said associate Attorney or Attorneys by said Parties of the Second Part but that all expenses of said Attorney or Attorneys are to be paid by said Parties of the Second Part. Parties of the Second Part may employ and properly as expenses in the prosecution of the claims of the Party of the First Part all stenographic assistance, clerical help and research experts as may be deemed necessary.

It is agreed that the compensation of the Parties of the Second Part for services Hereafter rendered and to be rendered under the terms of this contract shall be derived wholly from the sum or sums recovered for the Party of the First Part from the United States, and that the Parties of the Second Part shall receive such compensation as the Secretary of the Interior shall determine, if the claims of said Party of the First Part be settled without submission to any Court of the United States, or in the event the claim or claims of said Party of the First Part is submitted to any Court of the United States, or Courts, then the amount of compensation to be paid said Parties of the Second Part is to be determined by the court of original jurisdiction in which said claim or claims are presented, but that in no event shall the compensation of said Parties of the Second Part exceed ten percentum of the amount recovered by them for the Party of the First
Part, whether said amount or amounts are recovered by them before the Courts of the United States; action of Bureaus or Departments of the United States Government or by any act of the Congress of the United States.

The Parties of the Second Part shall be allowed any and all actual and necessary expenses incurred in the prosecution of their duties under this contract, including actual and necessary traveling expenses, printing of records, briefs, petitions or any documents required in any procedure before the Congress of the United States, the Bureaus or Departments of the Government and costs of obtaining or certifying records, evidence or depositions before said courts and also including clerical hire, stenographic assistance, research assistance and any other proper and necessary expense; and the said Party of the Second Part shall render to the Party of the First Part an account of such expenditures twice a year, namely, in the month of June and in the month of December said accounts of the Party of the Second Part shall be approved by the General Counsel of the Arapaho Tribe of Indians Parties of the First Part, the Secretary of the Interior and by act of the Congress of the United States.

This contract may be terminated by the Secretary of the Interior by cause deemed by him reasonable and satisfactory, and stated by him in writing to the party or parties to this contract concerned and upon sixty days notice to the parties hereto; whereupon said parties hereto may appear and make answer in writing and show cause why this contract shall not cease and terminate.

In the event that either or both of the Parties of the Second Part shall die the Court or the Department as the case may be shall determine the amount to which they are entitled and in event of assignment of this contract approved by the Secretary of the Interior the assignee shall have the same status and position as the original makers of this contract.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this first day of April, 1940.
I, ___________________________, the Judge of the United States Court for the District of Columbia, a Court of Record, pursuant to Section 2103 of the Revised Statutes of the United States, do hereby certify that Bruce Groesbeck, Nellie F. Scott and Robert Friday, in their own proper persons, and in my presence, at Washington, in the District of Columbia, on the first day of April, 1940, entered into, signed and executed in quadruplicate, for and on behalf of the Northern Arapaho Tribe of Indians now residing on the Wind River Indian Reservation in the State of Wyoming, the contract above written and attached hereto; that, as then stated to me, the parties of the Northern Arapaho Tribe of Indians now residing on the Wind River Indian Reservation in the State of Wyoming, are the parties interested on the one side, and F. M. Goodwin and John G. Carter, Esquire, of Washington, District of Columbia, on the other.

IN WITNESS WHEREOF, I have heretounto signed my name as Judge of said court.

Judge.

Supreme Court of the District of Columbia.

I, ___________________________, Clerk of the Court in said District, do hereby certify that Hon. ___________________________, whose genuine signature is subscribed to the annexed writing, was, at the time of signing the same, Judge of said Court, duly commissioned and qualified.

IN TESTIMONY WHEREOF, I heretounto subscribe my name and affix the seal of the said Court at Washington, D. C. on the first day of April, 1940.

(seal of the Court)

Clerk of the Court for the District of Columbia.
I, ______________________, a Justice of the United States District Court for the District of Columbia, a Court of Record, do hereby certify, pursuant to Section 2103 of the Revised Statutes of the United States, that F. M. Goodwin and John G. Carter, attorneys at law, of Washington, District of Columbia, Parties of the Second Part to the above written and hereto attached contract, in their own proper persons and in my presence at Washington, District of Columbia, on the first day of April 1940, entered into, signed and executed in quadruplicate the said contract above written and hereto attached, and that they executed same in their own behalf and of their own free act and deed; and that as then stated to me, that part of the Northern Arapaho Tribe of Indians now residing on the Wind River Indian Reservation in the State of Wyoming is the party interested on the one side, and the said attorneys at law of Washington, District of Columbia, are the parties interested on the other.

IN WITNESS WHEREOF, I have hereunto signed my name as a Justice of said Court.

__________________________
Justice.

District of Columbia } ss.
City of Washington

I, ________________________, Clerk of the United States District Court for the District of Columbia, do hereby certify that Hon. ________________________, whose genuine signature is subscribed to the annexed writing, was, at the time of signing the same a Justice of said Court, Duly commissioned and qualified.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said Court at the City of Washington, District of Columbia, on the ________________________ day of April 1940.

(seal of the Court)

Clerk of the United States District Court for the District of Columbia.
RESOLUTION

WHEREAS, The General Council of that part of the Northern Arapaho Tribe of Indians now residing on the Wind River Indian Reservation in the State of Wyoming was called to meet on the ______ day of ______ 1940 A.D., for the purpose of selecting an attorney or attorneys to represent them in connection with their claims against the United States and for the further purpose of selecting Delegates to enter into and execute such contract.

THEREFORE, after full and free discussion, it was --

RESOLVED: That the said General Council, on the aforesaid date, selected F. M. Goodwin and John G. Carter, Esquire, of Washington, District of Columbia, as their Tribal Attorneys for a period of Ten (10) years. And it was further--

RESOLVED: That

members of said Tribe be, and they were, thereupon selected as Delegates to enter into and to execute such contract with said attorneys for and on behalf of said Tribe.

ATTEST: 

President of the Northern Arapaho General Council.

Secretary of the Northern Arapaho General Council.

I hereby certify that the foregoing Resolutions were regularly adopted by the General Council of that part of the Northern Arapaho Tribe of Indians now residing on the Wind River Indian Reservation in the State of Wyoming, on the ________ day of April 1940, after full and free discussion of the merits of the attorneys and the Delegates.

Superintendent.
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS.

1940.

The foregoing contract is hereby approved in accordance with the provisions of Section 2103 of the United States Revised Statutes (Sec. 81, Title 25, U. S. Code).

Commissioner.

DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY

1940.

The foregoing contract is hereby approved in accordance with the provisions of Section 2103 of the United States Revised Statutes (Sec. 81, Title 25, U. S. Code).

Secretary.
ATTORNEY'S CONTRACT

THIS AGREEMENT, made and entered into this day of March, 1940, by and between Bruce Groesbeck, Nellie Scott and Robert Friday, acting for and on behalf of the Northern Arapaho Tribe of Indians Residing upon the Wind River Indian Reservation in the State of Wyoming, under authority vested in them by a Resolution of the Tribal Council of the said Northern Arapaho Tribe of Indians, a copy of which is attached to this Contract, marked Exhibit A, and made a part hereof, and F.M. Goodwin and John G. Carter, Attorneys at Law, of Washington, District of Columbia, Parties of the Second Part:

WITNESSETH: That the Party of the First Part hereby contracts with, retains and employs the Party of the Second Part as their Attorneys in the matters hereinafter set forth, subject, however to the approval of the Commissioner of Indian Affairs and the Secretary of the Interior, and pursuant to Sections 2103, 2104, 2105 and 2106 of the Revised Statutes of the United States, (Sections 81, Title 25 of the United States Code).

It shall be the duty of the said Parties of the Second Part to advise the Party of the First Part and to represent it in connection with the proper investigation and preparation of its claims against the United States arising out of any or all Treaties, Agreements, Acts of Congress and Executive Orders of the President of the United States with or concerning the Party of the First Part, and to represent said Party to prepare and of the First Part, and present its claims before the Committees of Congress, the Bureaus and departments of the United States Government and the Courts of the United States. It shall further be the duty of the Parties of the Second Part to make a careful and full investigation of the claims of the Party of the First Part in and to the Black Hills of South Dakota, and to investigate the petition hitherto filed in the United States Court of Claims by Daniel B. Henderson in regard to said Black Hills claims, which Petition has been filed on behalf of the
Parties of the First Part as an Intervenor in the Suit filed by the Sioux Nation against the United States in said Court of Claims; and it shall be the duty of the Party of the Second Part to prosecute said suit, if in their opinion it has merit, and may be brought to a successful conclusion, and it shall be the duty of the Parties of the Second Part if they, in their opinion, believe the said Black Hills claim of the Parties of the First Part cannot be brought to a successful conclusion by prosecuting the same, to make a written report to the Tribal Council of the Party of the First Part setting forth their opinion upon said claim, and the reasons they have for believing that it cannot be successfully prosecuted.

The Parties of the Second Part in performance of the duties required of them under this contract shall be subject to the supervision and direction of the Commissioner of Indian Affairs and the Secretary of the Interior, and shall not make any compromise or settlement or other adjustment of the matters in controversy on account of the suits or claims brought under this contract, unless with the approval of either or both of the said officers; and said Parties of the Second Part shall also pursue the claims of the said Parties of the First Part to and through the Court or Tribunal of final resort unless authorized and directed by the Secretary of the Interior to terminate the prosecution of said claims at an intermediate stage thereof.

It is agreed that Parties of the Second Part may associate with them under this said contract such attorneys as they may select; Provided: That neither the United States nor the Parties of the First Part is to be at any expense by reason of said employment of said associate attorney or attorneys, by said Parties of the second Part, but that all expenses of said attorney or attorneys are to be paid by said Parties of the Second Part. But provided: Parties of the Second
Part may employ and properly charge as expenses in the prosecution of the claims of the Party of the First Part, all stenographic assistance, notary and court fees and clerical help as may be deemed necessary.

It is agreed that the compensation of the Party of the Second Part for the services to be rendered under the terms of this contract shall be derived wholly from the sum or sums recovered for the Party of the First Part from the United States, and that the Party of the Second Part shall receive such compensation as the secretary of the Interior shall determine, if the claims of said Party of the First Part be settled without submission to any court of the United States, or in the event the claim or claims of said Party of the First Part is submitted to any court of the United States, or Courts, then the amount of compensation to be paid said Parties of the First Part is to be determined by the court of original jurisdiction in which said claim or claims are presented, but that in no event shall the compensation of said Parties of the Second Part exceed ten percentum of the amount recovered by them for the Party of the First Part, whether said amount or amounts are recovered by suit or suits before the courts of the United States; action of Bureaus or departments of the United States Government, or any Bureau thereof, or by Act of the Congress of the United States.

The Parties of the Second Part shall also be allowed and reimbursed from any funds available or to become available of the Party of the First Part, on vouchers approved by the Secretary of the Interior, and subject to the approval of the Parties of the First Part and Approval by the Congress of the United States, such actual expenses as are necessary and proper in the connection with the printing of briefs, taking of depositions, court costs and costs of obtaining copies of records, and proper certification thereof, and actual and necessary traveling expenses incident to the prosecution of the claims
The parties of the second part shall be allowed any and all actual and necessary expenses incurred in the prosecution of their duties under this contract, including actual and necessary traveling expenses, printing of records, briefs, petitions, or any document required in any procedure before the Congress, departments or courts, costs of obtaining or certifying records or evidence or depositions, clerical hire, stenographic assistance, research assistance, court costs and any necessary and proper expense, and said second party shall render timely accounts of all such expenditures, with vouchers wherever it is reasonable to require the same, and such accounts before payment shall be approved by the Secretary of the Interior, subject to proper authorization by the tribal organization and by the Congress of the United States. It is understood and agreed that such expenditures in no event will exceed the sum of Five Thousand Dollars ($5000.00), and that this sum shall be pro-rated among all parties having an interest and joining in the prosecution of the claims against the United States, so that if the Southern Arapahoe Indians, the Southern Cheyenne Indians and the Northern Cheyenne Indians join in such litigation, the pro-rata charge against the first parties hereto will not exceed the sum of Twelve Hundred and Fifty Dollars ($1250.00), provided, however, that such expenses shall be pro-rated in any event among all parties joining in the prosecution such claims against the United States. It is agreed that second parties shall render accounts and submit a report of actions taken or work accomplished each calendar year and between May 15th and June 15th of that year.
of said Parties of the First Part, as well as clerical hire, notary fees and such like expenses as may be incurred for the prosecution of said claims. The expenses of said Parties of the First Part shall be proportioned and portionate to the expenses of any other parties concerned in the litigation or claims in which said Parties of the First Part are concerned, and shall not exceed in any event the sum of $5,000, if said Parties of the First Part are the only active parties in the litigation under this contract, and shall not be less than the sum of $1,250, in the event that all of the parties entitled to take part in, and share expenses in the claims of said Parties of the First Part do so. Provided, that Vouchers for annual expenses shall be presented to the Secretary of the Interior by the Party of the second Part on account of any or all of the above expenses incurred between the fifteenth day of May and the Fifteenth day of June of each year, and copies of said vouchers shall be mailed to the Tribal Council of the Party of the First Part by the Parties of the Second Part, together with a report upon any and all action taken by said Parties of the Second Part upon the Claims of said party of the First Part during the year for which said vouchers were submitted.

It is further agreed between the parties hereto that this contract shall continue in full force and effect for the term of ten (10) years from the date of the approval hereof by the Secretary of the Interior.

It is also agreed that no assignment of this Contract, in whole or in part, shall be made by the parties hereto without the consent, previously obtained, of the Commissioner of Indian Affairs and the Secretary of the Interior; and that any assignment so made must comply with the provisions of Section 3106 of the Revised Statutes of the United States, (Section 84, Title 25, United States Code).

It is further agreed that no assignment or encumbrance of any interest of said Parties of the First Part as to the compensation
agreed to be paid to said Parties of the Second Part in this instrument shall be made without the approval of the Commissioner of Indian Affairs and the Secretary of the Interior. Any assignment of the obligations of this contract or any assignment or incumbrance of any interest in the compensation agreed to be paid hereunder and made in violation of the provisions of this clause shall operate to terminate this contract, and in such event neither the Parties of the Second Part, nor their assignees, nor any persons having said interests thereunder, derived from the Parties of the Second Part, shall be entitled to any compensation whatever for any services rendered to and including the date of this said contract.

It is further agreed that in the event that either one or both of the Parties of the Second Part shall die before the termination of this contract, the estate of the deceased party of the second part, or parties, as the case may be, shall be allowed such compensation as the Secretary of the Interior may regard as just and equitable, if said claims of said Party of the First Part were submitted only to the Bureaus, departments or the Committees of the Congress of the United States. In the event that the claims under this contract have been submitted to any Court of the United States for adjudication, the compensation of said deceased Party or Parties of the Second Part shall be determined in that event by the court in which said claim or claims have first been presented or tried, or the court of original jurisdiction.

It is further agreed that the death of one of the Parties of the Second Part, leaving the other surviving, shall not terminate this Contract, but that the death of both of said Parties of the Second Part, leaving no survivors or assignees, approved by the Commissioner of Indian Affairs and the Secretary of the Interior, shall terminate this contract. Surviving counsel or associate counsel, acting under the provisions of this contract, or assignees, shall act as principals,
or as original parties hereto.

This contract may be terminated by the Secretary of the Interior for cause deemed by him reasonable and satisfactory, and stated by him in writing to the party or parties to this contract concerned, and upon sixty days notice to the parties hereto, and if this said contract shall be so terminated, the Party or Parties of the Second Part shall be credited with such interest, should any sum or sums of money be recovered by any judgment of any court or action of any Department or Bureau of the United States, or action of the Congress of the United States be recovered, to any interest in any fee determined as the Secretary may deem just and equitable, if the claims herein described be determined before a Bureau, a department or Congress, and as the court of original jurisdiction may deem just and equitable if the claims of said Parties of the First Part be determined before a court. Any rights or claims for which D.B. Henderson, or his heirs, may have for and on account of services hitherto performed by him to the Parties of the First Part, shall be determined by the court of original jurisdiction if the claims of the Parties of the First Part go to court, or by the Secretary of the Interior if said claims are determined by the Bureaus, Departments of the United States, or by the Congress of the United States.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this day of March, 1940. At the city of Washington, District of Columbia.
It is understood and agreed that services in these matters have in the past been rendered by F. M. Goodwin, one of the second parties, acting under the approval of the office of the Commissioner of Indian Affairs and under an agreement with the holder of a former contract with respect to the first parties with Daniel B. Henderson and under a contract by said F. M. Goodwin with the Northern Cheyenne Indians.

It is agreed that the fees to be paid under this contract shall take such services into consideration, and likewise that any right of said Daniel B. Henderson to compensation shall be so determined.

It is further understood and agreed that second parties or either of them may enter into a contract or contracts with the Northern Cheyenne and/or Southern Arapaho and/or Southern Cheyenne tribes to act in these same claims against the United States; provided, however, if it shall become evident that there is a conflict of interest at any time, then second parties or either of them, as the case may be will serve notice thereof in writing to said party of the first part and to the Secretary of the Interior thru the Commissioner of Indian Affairs, and will seek cancellation of the contract or contracts with the tribe and/or tribes whose interests may conflict with the interests of said first party.
Insert before the WITNESS WHEREOF clause:

The Parties of the Second Part consent and agree with the parties of the First Part that in the event that the/execute Attorney's Contract with the Northern or Southern Cheyenne Indians, or the Southern Arapaho Indians or either or any of them, and that in the prosecution of the claims of said Parties of the First part and any, or either of the above said tribes, it becomes evident that the claims of any or either of said tribes of Indians conflict with the claims of the Parties of the First Part, that thereupon the Party of the Second Part will serve notice of such conflict upon the party of the First Part in writing, and will request and obtain the cancellation of their contract with the tribe or tribes of Indians whose claims conflict with those of the Party of the First Part of this contract.
Add as last paragraph in lieu of part suggested by Voelckin:

It is further agreed that in the determination of any fee earned under this contract, there shall also be determined the amount or amounts of fees and expenses, if any, due attorney for services performed and expenses incurred under the terms of a certain contract with the party of the first part, dated June 27, 1931, and approved by the First Assistant Secretary of the Interior on October 14, 1932, or under any approved assignments of any interest therein, and the contract herein made is executed subject to and charged with the services heretofore rendered under said former contract and assignments therein.