

SQUAXIN TRIBAL RESOLUTION
TO
EMPLOY ATTORNEY

1 WHEREAS, The Squaxin Tribe of Indians has pending before the Indian
2 Claims Commission an action against the United States of America, brought
3 under the Indian Claims Commission Act of 1946 and bearing Docket No. 206; and

4 WHEREAS, The aforesaid litigation was conducted under a contract bearing
5 Symbol No. I-1-Ind 42646 with Malcolm S. McLeod and Frederick W. Post, which
6 was approved by the Commissioner of Indian Affairs on April 28, 1952, for a
7 period of five years and the same expired April 27, 1957; and

8 WHEREAS, The aforesaid contract was extended October 22, 1958, for a
9 period of two years beginning April 28, 1957, and ending April 27, 1959; and

10 WHEREAS, The aforesaid contract was further extended June 18, 1959, for
11 a period of two years beginning April 28, 1959, and ending April 27, 1961; and

12 WHEREAS, The aforesaid contract was further extended August 8, 1962, for
13 a period of two years beginning April 28, 1961, and ending April 27, 1963; and

14 WHEREAS, the aforesaid contract was further extended April 26, 1963, for
15 a period of two years beginning April 28, 1963, and ending April 27, 1965; and

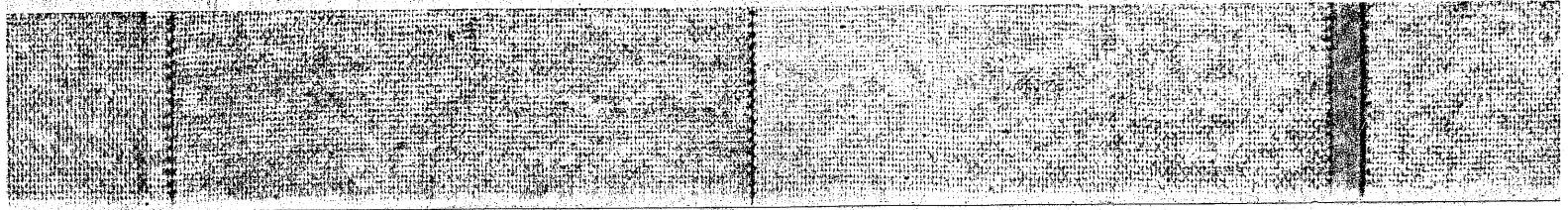
16 WHEREAS, Contract dated June 6, 1965, between the Squaxin Tribe of Indians
17 and Frederick W. Post, bearing Symbol No. 14-20-0500, No. 2351, was approved by
18 the Bureau of Indian Affairs July 29, 1965, for a period of two years beginning
19 April 28, 1965, and ending April 27, 1967; and

20 WHEREAS, the Squaxin Tribe desires to retain Frederick W. Post as its
21 attorney to complete the prosecution of the action under a contract which will
22 provide for his compensation,

23 NOW, THEREFORE, BE IT RESOLVED, That the Squaxin Tribe shall retain
24 Frederick W. Post as its attorney to complete the prosecution of its said claim
25 under a contract containing substantially the same terms and conditions as the
26 prior contract contained, but with the additional provision that all attorneys
27 who have performed work on the said case shall receive from the total fee
28 allowed, which shall be ten per centum of the amount recovered by the Tribe in

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jurisdiction of the matter shall determine to be equitably due for services performed by each of the said attorneys while he was party to a contract with the Tribe. The said contract shall be retroactive to the expiration date of



1 the said prior contract, which was April 27, 1967, and extend from April 28,
2 1967 through April 27, ^{1972 CAP} ~~1967~~, for a period of ^{five YR. To be} ~~two~~ years, and if the work
3 anticipated by this contract has not been completed by its expiration date,
4 the contract may be renewed by a request in writing by the party of the second
5 part and a Resolution of the Squaxin Tribe for additional two-year periods,
6 subject to the approval of the Secretary of the Interior or his duly
7 authorized representative.

8 The attorney shall advise the Tribe every six months of the progress made
9 on this case.

10 BE IT FURTHER RESOLVED, That Florence Sigo and
11 Calvin J. Peter, members of the Squaxin Tribal Council, are
12 appointed to execute the proposed contract.

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14 This Resolution was duly adopted by the Squaxin Tribe of Indians at
15 Kamihake, Washington; this 12 day of February,
16 1968.

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18 Florence Sigo
Chairman

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21 Calvin J. Peter
Secretary

ATTORNEY'S CONTRACT

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2 THIS AGREEMENT, made and entered into this 12 of February, 1968,
3 by and between Florence Sieg and Frederick W. Post
4 acting for and on behalf of the SQUAXIN TRIBE OF INDIANS of the State of
5 Washington, party of the first part, and Frederick W. Post, attorney at law,
6 of Seattle, Washington, party of the second part,
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8 WITNESSETH:

9 WHEREAS, the Squaxin Tribe of Indians has pending before the Indian
10 Claims Commission an action against the United States of America, brought
11 under the Indian Claims Commission Act of 1946 and bearing Docket No. 206; and
12 WHEREAS, contract dated June 6, 1965, between the Squaxin Tribe of

13 Indians and Frederick W. Post, bearing Symbol No. 14-20-0500, No. 2351, was
14 approved by the Bureau of Indian Affairs July 29, 1965, for a period of two
15 years beginning April 28, 1965, and ending April 27, 1967; and

16 WHEREAS, the Squaxin Tribe desires to retain Frederick W. Post as its
17 attorney to complete the prosecution of the action as indicated in the
18 resolution of the Tribe attached hereto and made a part hereof,

19 NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

20 That the party of the first part, on behalf of the Squaxin Tribe of
21 Indians, under authority vested in them by Resolution of the said Tribe adopted
22 on 12, February, 1968, a copy of which is hereunto attached and
23 made a part hereof, hereby contracts with, retains, and employs the party of
24 the second part as its attorney in the matters hereinafter mentioned, subject
25 to the approval of the Secretary of the Interior or his duly authorized
26 representative.

27 It shall be the duty of said attorney to advise and represent the said
28 Tribe of Indians in connection with properly completing the prosecution of the
29 Tribe's said claim against the United States under and by virtue of the Act of
30 August 13, 1946, Public Law 726, 79th Congress, 2nd Session, or any Act of
31 Congress theretofore or subsequently enacted, authorizing suit against the
32 United States.

It shall be the duty of said attorney to advise the said Tribe of Indians,

1 and to represent it before all courts, departments, tribunals, the committee
2 of Congress, and other officers having any duty to perform in connection with
3 the investigation, consideration, or final settlement of said claim on matters
4 embraced in the suit authorized by said Act.

5 The said attorney, in the performance of the duties required of him under
6 this contract, shall be subject to the supervision and direction of the Tribe,
7 and shall not make any compromise, settlement, or other adjustment of the
8 matters in controversy unless with the approval of the Secretary of the
9 Interior or his duly authorized representative and the Tribe; said attorney
10 shall also pursue the litigation in question to and through the Court of ~~Claims~~ ^{FIND RESORT}
11 unless authorized by the Secretary of the Interior or his duly authorized
12 representative and the Tribe to terminate the proceedings at an intermediate
13 stage thereto.

14 It is agreed that the said attorney, subject to the approval of the
15 Secretary of the Interior or his duly authorized representative, may associate
16 with him in said work hereunder such attorney as he may select; Provided,
17 that neither the Government nor the Indians, party of the first part, is to
18 be at any expense by reason of the aforesaid employment of such associate
19 attorney, all expense thereof to be paid by Frederick W. Post, said party of
20 the second part, out of any compensation that he may receive for his services.
21 However, said attorney, party of the second part, may employ such technical
22 or stenographic assistance in respect to his obligations under this contract
23 as he may deem necessary, same to be paid as expenses incidental to his
24 employment hereunder. Reimbursable expenses incidental to the employment of
25 stenographic assistance shall be limited to that required only for those
26 services performed outside of regular business hours, and while in travel
27 status. That the attorneys shall submit to the Tribe and to the Secretary of
28 the Interior or his authorized representative an estimate of expenses annually
29 in advance. That these estimates shall not be exceeded without the approval
30 of the Tribe and the Secretary of the Interior or his authorized representative.

31 It is agreed that the compensation of the party of the second part for
32 the services to be rendered under the terms of this contract is to be wholly

1 contingent upon recovery for the Tribe. The total compensation for attorneys
2 who have worked on the Tribe's said case under this or prior contracts shall
3 be ten per centum of any and all sums recovered or procured through their
4 efforts, in whole or in part, for the said Indians, whether by suit, action
5 of any department of the Government or the Congress of the United States of
6 America, or otherwise.

7 The attorney, party of the second part, shall also be allowed and
8 reimbursed from the amount of any judgment received, such actual expenses
9 incurred by him as may be fixed by the Indian Claims Commission pursuant to
10 Section 15 of the Act of August 13, 1946, Public Law 726, excluding such items
11 of expense as may have already been paid.

12 It is understood that the second party has continued to attend to all
13 matters arising on the case before the Indian Claims Commission since the
14 prior contract expired April 27, 1967, including conferences held with Mr.
15 Craig Decker, attorney in the Lands Division, Indian Claims Section, Department
16 of Justice in Washington, D. C. in December of 1963, October of 1964, and
17 October of 1967, concerning the compromise and settlement of certain issues
18 of fact as to value of Squaxin lands and issues of fact concerning set-offs
19 allowable to the United States. It is, therefore, agreed that this contract
20 shall be retroactive to the expiration date of the said prior contract which
21 was April 27, 1967, and extend from April 28, 1967 through April 27, ~~1972~~ ¹⁹⁷² for ^{2 1/2} ~~2~~ ^{years}
22 a period of ^{five} (5) years. ^{F.S. July 1, 1972}

23 It is further agreed that no assignment of the obligations of this
24 contract, in whole or in part, shall be made without the consent, previously
25 obtained, of the Secretary of the Interior or his duly authorized representative;
26 and that any assignment so made must comply with Section 2106 of the Revised
27 Statutes of the United States (Section 84, Title 25, United States Code).

28 It is further agreed that no assignment or encumbrance of any interest of
29 said attorney in the compensation agreed to be paid by this contract shall be
30 made without the approval of the Secretary of the Interior or his duly
31 authorized representative. Any assignment of the obligations of this contract
32 and/or any assignment or encumbrance of any interest in the compensation agreed

1 to be paid made in violation of the provisions of this paragraph shall operate
2 to terminate this contract and in such event no attorney having any interest
3 in the contract, or in the fee provided for therein, shall be entitled to any
4 compensation whatever for any services rendered to the date of termination of
5 the contract.

6 ~~It is agreed that in the event of the death of the party of the second~~
7 ~~part, the estate of the deceased attorney shall be allowed compensation in~~
8 ~~such amount as the ^{deleted text} Secretary of the Interior or his duly authorized representa-~~
9 ~~tive may find equitably to be due for the services theretofore rendered under~~
10 ~~this contract, if the ⁷⁻¹⁴⁻⁶⁸ matter be settled without submission to a court or~~
11 ~~tribunal, or in the event it is submitted to said court or tribunal, then such~~
12 ~~sum as may be determined by such court or tribunal equitably to be due for the~~
13 ~~services theretofore rendered under this contract.~~

14 It is agreed that the death of the second party shall terminate this
15 contract unless he leave surviving associate counsel holding an interest in the
16 contract under an assignment duly approved by the Secretary of the Interior or
17 his duly authorized representative, in which event such associate counsel shall
18 be entitled to proceed in all matters pending before the Indian Claims
19 Commission, the Bureau of Indian Affairs, or any court or tribunal, or before
20 the Committee of Congress, until their final determination under the terms and
21 conditions of this agreement, and to prosecute such proceedings as a compliance
22 with the terms and provisions of this contract.

23 This contract may be terminated by the Secretary of the Interior or his
24 duly authorized representative with the consent of the Tribe for cause deemed
25 by the Secretary to be reasonable and satisfactory, upon sixty days' notice to
26 the parties in interest, and, if the contract shall be so terminated, the
27 parties of the second part shall be credited with such interest should any sum
28 or sums be recovered by a judgment of a court or tribunal as the court or

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tribunal may determine to be equitable in the fee found to be due upon the final determination of the said suit and the controverted matters therein contained, provided that if a recovery be had without submission to a court or

1 tribunal, then the parties of the second part shall receive such compensation
2 as the Secretary of the Interior or his duly authorized representative may
3 determine equitably to be due.

4 The second party shall make reports to the Tribe and to the Bureau of
5 Indian Affairs in writing on the progress made on the prosecution of the
6 Tribe's said case and the work planned for the next six-months' period, six
7 months after the approval of this contract and at each six-months' period
8 thereafter.

9 IN WITNESS WHEREOF, we have hereunto set our hands and seals this
10 12 day of February, 1968, at Barnstable, Washington.

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13 Party of the First Part

Flourence Nigo
Cahoon Peters

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17 Frederick W. Post
Party of the Second Part