

61-74

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

- WHEREAS, the Tribal Council of the White Mountain Apache Tribe has a contract with I. S. Weissbrodt and Abe W. Weissbrodt of 1908 Que Street, N.W., Washington, D.C., and other attorneys listed in the Attorney Contract which was made and entered into on June 17, 1966, by and between the White Mountain Apache Tribe and the attorneys therein named, said Attorney Contract attached to this Resolution and incorporated by reference herein; and
- WHEREAS, pursuant to said Contract certain claims of the White Mountain Apache Tribe against the United States of America are being prosecuted in the name and on behalf of the White Mountain Apache Tribe under the Act of August 13, 1946 (60 Stat. 1049) before the Indian Claims Commission in a proceeding designated and known as Docket No. 22-H; and
- WHEREAS, said claims have now been transferred to the Court of Claims and are being prosecuted therein by the attorneys aforementioned; and
- WHEREAS, the Department of Justice has offered in settlement \$13.0 million as and for: the mismanagement of Tribal funds to which the White Mountain Apache Tribe is entitled; for mismanagement of the Tribe's grazing lands; and for mismanagement of the Tribe's timberland; and
- WHEREAS, from late October 1980, to the present moment, despite every effort, the White Mountain Apache Tribe has been unable to obtain information as to the basis upon which the Department of Justice (a principal agent of the Trustee United States) arrived at the sum of \$13.0 million, which offer of settlement was made contingent upon the Agreement (Paragraph Six) that the "... settlement shall finally dispose of all rights, claims, and demands which the ..." White Mountain Apache Tribe has "asserted or could have asserted against ..." the United States pursuant to the Indian Claims Commission Act in Docket No. 22-H; and
- WHEREAS, the Tribal Chairman, by letter of February 11, 1981, to the Attorney General of the United States, explained in detail the problem confronting the White Mountain Apache Tribe stemming from the acceptance of the \$13.0 million subject to the waiver of all future Tribal claims for damages, as set forth above; and
- WHEREAS, the Attorney General, through his designated representative, responded to the letter of February 11, 1981, by requesting a meeting with the Tribal Chairman, to be held on March 18, 1981, with representatives of the Attorney General, including Mr. Richard Beal, the principal author of the \$13.0 million offer of settlement; and
- WHEREAS, to resolve the dilemma as to acceptance of the \$13.0 million offer and its attached conditions (Paragraph Six), the White Mountain Apache Tribal Council directed the Tribal Chairman and Tribal Councilman, Ernie Crocker, to go to Washington, D.C., for the March 18, 1981 meeting; and

- WHEREAS, at that meeting Mr. Beal advised that the \$13.0 million settlement offer included payment in full of all claims for the mismanagement of the Tribal funds up to the year 1980; the mismanagement of grazing lands up to the year 1980; and the mismanagement of forest lands up to the year 1979; and
- WHEREAS, for the first time, the White Mountain Apache Tribe was informed that the "offsets" did not exceed \$90,000.00 despite statements from the Tribal Claims Attorney that it was desirable to accept the \$13.0 million settlement because the Department of Justice was willing to waive potential offsets that might total as much as \$30.0 million; and
- WHEREAS, the White Mountain Apache Tribe likewise had been led to believe by its Tribal Claims Attorney, I. S. Weissbrodt, that the claims for mismanagement of Tribal funds, and of its timber and grazing lands, as reflected in the \$13.0 million offer, covered the period only up to the year 1946 -- whereas, in actual fact said claims covered the period up to the years 1942 - 1980 for Tribal funds, up to 1979 for timber and 1980 grazing; and
- WHEREAS, the Tribal Claims Attorney, I. S. Weissbrodt, has repeatedly stated that he was only representing the Tribe's claims up to the year 1946 and that they should have or would have to retain another attorney and file every six (6) years from 1946 in order to preserve their rights under the Indian Claims Commission Act; and
- WHEREAS, the Chairman and the Tribal Council have tried for months to obtain a line item breakdown of the \$13.0 million offer of settlement but have been unable to obtain said information from I. S. Weissbrodt; and
- WHEREAS, I. S. Weissbrodt has discouraged by his words and conduct any alteration of Paragraph Six in regards to the exclusion from the claims of the Tribe assertion of title to approximately 14,000 acres of land erroneously located in the Sitgreaves and Apache National Forest and any claims for water rights reserved by the Winters Doctrine; and
- WHEREAS, the Chairman and the Tribal Council were unable to obtain a definite figure as to the amounts of money that the United States Government would claim as an offset despite repeated requests to I. S. Weissbrodt; and
- WHEREAS, despite the fact that the Chairman and Tribal Council had passed previous Resolutions directing the Tribal Claims Attorney, I. S. Weissbrodt, to work in harmony and cooperation with William Veeder, the Water Rights Attorney for the Tribe, in order to present the strongest claims and evidence in support of its claims pursuant to 22-H; said directions and Resolutions were not followed by its Tribal Claims Attorney who failed to provide the necessary line item breakdown and evidence in support thereof to Attorney William Veeder so as to avoid any conflicts with the 14,000 acre claim and water rights claims, and damages caused by erosion to agriculture thereby obstructing the receipt by the Council of information necessary for the Council to make a decision regarding acceptance of the offer of settlement; and
- WHEREAS, the Chairman and Tribal Council have been misled by its Tribal Claims Attorneys as to the terms of the settlement, especially Paragraph Six; have been

misled as to the amounts of the offsets; have been misled as to the scope of the settlement believing that said settlement was only up to 1946 rather than 1979 and 1980; and

WHEREAS, its Tribal Claims Attorney has failed to act as an advocate for the Tribe in excluding 14,000 acres and water rights from the language of Paragraph Six and by his failure or refusal to seek reimbursement due to the extensive erosion damages; and

WHEREAS, the Tribal Chairman and a Council Member at a meeting with the representatives of the Department of Justice on March 18, 1981, were able to have excluded from the language of Paragraph Six without benefit of representation by their Tribal Claims Attorney, the claims of the White Mountain Apache Tribe for mismanagement of its timber and grazing land, the Tribe's assertion of title to approximately 14,000 acres of land erroneously located in the Sitgreaves and Apache National Forest, along with claims for harvesting of timber and collection of grazing fees by the Forest Service on the 14,000 acres; as well as its water rights under the Winters Doctrine; and

WHEREAS, its Tribal Claims Attorney had discouraged such alterations to the settlement and had attempted to discourage the Tribe from further negotiation regarding this \$13.0 million by advising them that the offer might not remain open with a new Administration and by further advising the Tribal Council that the Government's claims for offsets could potentially cancel out any settlement or judgment amount and that the Government's offer of settlement included a waiver of said offsets thereby enhancing greatly the actual amount of money involved in the settlement when in fact such was not the truth; and

WHEREAS, the Tribal Council finds that I. S. Weissbrodt has on several occasions threatened to resign as the Tribal Claims Attorney for the White Mountain Apache Tribe when he was advised that the Council passed a Resolution directing the Chairman to send the letter of February 11, 1981, to the Attorney General (copy enclosed) and when the Chairman and Councilman, Ernie Crocker, met with the Justice Department on March 18, 1981, in the Tribe's good faith attempt to determine for itself the true facts regarding the offer of settlement when all other attempts had failed; and

WHEREAS, the Tribal Council finds that I. S. Weissbrodt has failed to follow the mandate set forth in Paragraph Five of the Attorney Contract which states:

"5. The ATTORNEYS in performance of the duties required of them under this CONTRACT shall be subject to the supervision and direction of the TRIBE, provided that any compromise or settlement of the matters in controversy shall be subject to the approval of both the TRIBE and the Secretary of the Interior or his authorized representative."

and

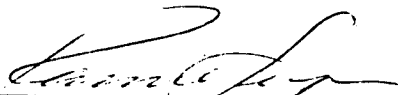
WHEREAS, the Tribal Council finds that I. S. Weissbrodt deliberately misled the Tribal Council 1) as to the scope of the settlement (that the claims were

only up to 1946 rather than 1980); 2) as to the amount or value of Government offsets; 3) as to the feasibility of altering Paragraph Six of the offer of settlement to exclude the claim for the 14,000 acres and the Tribe's water rights; 4) as to the exclusion of damages from erosion to irrigable acreage; 5) as to how long the offer would be open; and 6) has attempted to coerce the Tribe into accepting the Government's offer of settlement.

BE IT RESOLVED by the White Mountain Apache Tribal Council by unanimous vote that it hereby terminates the contract with its Tribal Claims Attorneys on the grounds that its Tribal Claims Attorneys have negotiated in bad faith on behalf of the White Mountain Apache Tribe and have deliberately attempted to coerce and persuade the White Mountain Apache Tribe to accept the United States Government's offer of settlement of \$13.0 million for damages incurred by the Tribe amounting to many times over that which was offered and for the further reasons set forth above.

BE IT FURTHER RESOLVED by the White Mountain Apache Tribal Council that the Secretary of the Interior is hereby requested to honor and support the Tribal Council's decision to terminate the Contract between the White Mountain Apache Tribe and its Tribal Claims Attorneys.

The foregoing resolution was on April 1, 1981, duly adopted by a vote of 11 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1(a), (b), (d), (i) and (u) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe on June 27, 1958, and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Chairman of the Tribal Council



Secretary of the Tribal Council