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Attorney Contracts with Indian Tribes

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ATTORNEY CONTRACTS WITH INDIAN TRIBES

JANUARY 16, 1953.—Ordered to be printed

Mr. ANDERSON, from the Committee on Interior and Insular Affairs, submitted the following

PARTIAL REPORT

A subcommittee of the Committee on Interior and Insular Affairs, consisting of Senators Anderson (chairman), Lehman, Long, Ecton, and Watkins, duly appointed on June 12, 1951, to make an investigation of attorney and other contracts with the Indians, submitted its partial report (including separate views of Senator Lehman) to the full committee. After due consideration the report of the subcommittee was ordered submitted to the Senate.

The report, including the views of Senator Lehman, follows:

REPORT TO THE FULL COMMITTEE

JANUARY 3, 1953.

Hon. JOSEPH C. O'MAHONEY,
Chairman, Committee on Interior and Insular Affairs,
United States Senate, Washington, D. C.

DEAR SENATOR O'MAHONEY: A subcommittee of the Senate Committee on Interior and Insular Affairs was created at a session of the committee on June 12, 1951, to investigate the relations between Indian tribes and attorneys and others representing the Indians. Members of the subcommittee are Senator Anderson of New Mexico, as chairman, and Senators Lehman of New York, Long of Louisiana, Watkins of Utah, and Ecton of Montana.

Due to the ensuing illness of the chairman of the subcommittee, hearings were delayed until January 21, 1952. Since that date the subcommittee has held hearings, and at the following times and places:

Washington, D. C.: January 21, 23, 28, and 30; February 1, 11, 13, 18, 20, 21, and 22; March 13, 14, 18, and 24, 1952.

Albuquerque, N. Mex.: May 14 and 15, 1952.

New York, N. Y.: June 16, 1952.

Washington, D. C.: June 24; July 3; August 5, 6, and 7; and September 29, 1952.

In addition, counsel to the subcommittee has conducted further investigations and has taken affidavits of Indians at numerous reservations in the States of Arizona, California, Montana, Nevada, New Mexico, and North Dakota. The transcript of the hearings now comprises approximately 2,600 pages of testimony, and more than 1,000 pages of documents have been entered into the record.

Since the latter part of the nineteenth century the Federal Government has been supervising the relations between Indian tribes and attorneys, and from time to time committees of Congress have investigated the subject. Today, in the latter half of the twentieth century, the problem of tribal-attorney relations has assumed particular significance in view of the fact that the Indian legal business has become very lucrative business. As a result of recent discoveries of oil and other minerals and the development of other resources on tribal lands, many Indian tribes have entered the category of well-to-do clients.

Furthermore, the enactment of the Indian Claims Commission Act of August 13, 1946 (60 Stat. 1049; 25 U. S. C. 70–70v), has resulted in the filing of claims against the Federal Government which may amount to billions of dollars, and the fees of attorneys representing successful claimants may correspondingly amount to several millions of dollars. The nature and scope of the claims now being heard by the Commission are set forth in section 2 of the act, which provides in part:

> The Commission shall hear and determine the following claims against the United States on behalf of any Indian tribe, band, or other identifiable group of American Indians residing within the territorial limits of the United States or Alaska: (1) Claims in law or equity arising under the Constitution, laws, treaties of the United States, and Executive orders of the President; (2) all other claims in law or equity, including those sounding in tort, with respect to which the claimant would have been entitled to sue in a court of the United States if the United States was subject to suit; (3) claims which would result if the treaties, contracts, and agreements between the claimant and the United States were revised on the ground of fraud, duress, unconscionable consideration, mutual or unilateral mistake, whether of law or fact, or any other ground cognizable by a court of equity; (4) claims arising from the taking by the United States, whether as the result of a treaty of cession or otherwise, of lands owned or occupied by the claimant without the payment for such lands of compensation agreed to by the claimant; and (5) claims based upon fair and honorable dealings that are not recognized by any existing rule of law or equity. No claim accruing after August 13, 1946, shall be considered by the Commission.

As indicated above, this is not the first congressional committee to concern itself with the relations between Indian tribes and attorneys. In 1873, for example, the House Indian Affairs Committee published a 742-page report on the frauds committed by attorneys on Indian tribes. The tribal-attorney relations uncovered in the report of that House committee are singularly applicable to the situation uncovered by this subcommittee some 80 years after its publication. That committee reported:

> Great frauds and wrongs have been committed with impunity in the past by means of exorbitant and fraudulent contracts for nominal services as attorneys, obtained by persons more or less familiar with the management of the Indian Office, either as agents or attorneys, by which the Indians were the sufferers, and which have caused much bad feeling and distrust between them and our Government and people, and greatly retarded the progress of the Indians in a civilization that they doubted.[1]

[1] H. Rept. No. 98, 42d Cong., 3d sess., 1873, p. 2.

In the 1934 hearings before the Senate Committee on Indian Affairs on the proposed legislation from which the Indian Reorganization Act was derived, Senator Ashurst of Arizona stated:

> We cannot be oblivious to the fact that in recent years we have been confronted with evidence leading almost to a scandal of attorneys going out and getting contracts and propagandizing the tribe. We have met it here in this city. I think a contract to employ counsel and stir up litigation and all that sort of thing ought to be not only reviewed but approved by the Secretary of the Interior.[2]

Senator Wheeler of Montana, cosponsor of the legislation, also commented:

> * * * it is a well-known fact here that in this city it has been somewhat of a racket with some lawyers and people going out and getting cases from Indian tribes and going out there chasing around the country and having solicited such business among various tribes.[3]

Congress has vested the supervision of Indian attorney contracts in the Secretary of the Interior, and this authority has in recent years been delegated to the Commissioner of Indian Affairs by Departmental Order No. 2508 (14 F. R. 258). The authority and responsibility of these administrative officers with respect to Indian attorney contracts is prescribed in the following statutes:

1. Section 81 of title 25 of the United States Code (sec. 2103 of the Revised Statutes) provides, in pertinent part, that:

> No agreement shall be made by any person with any tribe of Indians * * * for the payment or delivery of any money or other thing of value * * * in consideration of services for said Indians relative to their lands. * * *

unless, in addition to meeting certain formal requirements, such agreement is approved by the Secretary of the Interior.

2. Section 16 of the Indian Reorganization Act of July 18, 1934 (48 Stat. 984, 987; 25 U. S. C. 476), provides for the adoption of constitutions by Indian tribes, and further provides that such constitutions vest in the tribe or its tribal council the right to—

> employ legal counsel, the choice of counsel and fixing of fees to be subject to the approval of the Secretary of the Interior. * * *

3. Section 15 of the act of August 13, 1946 (60 Stat. 1049; 25 U. S. C. 70–70v), which established the Indian Claims Commission and authorized it to hear and determine claims of Indian tribes against the United States, provides that the attorneys practicing before the Commission and representing such tribes as shall have been organized pursuant to section 16 of the Indian Reorganization Act shall be selected pursuant to the constitutions of such tribes, and provides that the employment of attorneys for all other claimants shall be subject to the provisions of section 81 of title 25 of the United States Code.

On June 24, 1952, this subcommittee submitted an interim report to the Senate Committee on Interior and Insular Affairs for the purpose of expressing four convictions:

(1) That the Secretary of the Interior, as trustee for the Indians, should exercise diligently the responsibility imposed by the Congress of reviewing attorney contracts with Indian tribes, and not in a fashion which would merely rubber-stamp proposals submitted by Indians or attorneys.

[2] Hearings on S. 2755 and S. 3645, 73d Cong., 2d sess., 1934.
[3] Ibid., p. 246.

(2) That the Secretary of the Interior should take vigorous action to dispose of pending contracts, approving those which are proper and disapproving those presented by attorneys whose conduct has been improper.

(3) That the American Bar Association should review the subcommittee's files, for such action as it deemed proper.

(4) That if there is to be a change in the responsibility for the approval of these Indian contracts, the Congress, which placed the responsibility on the Secretary of the Interior, should be the agency which changes that responsibility and in so doing must find an adequate substitute to protect the rights of Indians against unscrupulous activities of the unethical attorney.

The subcommittee believed that it was necessary to issue an interim report in order to express its views on the necessity for prompt action on Indian attorney contracts and prompt disposition of Indian legal business. As a result of the many charges and contentions presented, the subcommittee also believed that it would be helpful to express some tentative findings for administrative consideration. On the basis of the record to the date of the interim report the subcommittee concluded that there is evidence that there has been extensive solicitation of Indian legal business in violation of the canons of professional ethics; that there have been serious breaches of faith with the Indians involving overcommitments by attorneys and culminating in systems of brokerage of claims to the detriment of the Indians; that there have been repeated instances of professional misconduct involving the encroachment on the employment of other attorneys, with the Indians relegated to the role of mere pawns in the contest, as attorneys of the tribe's own choosing have been pressured out; that there have been wanton violations of contract provisions by attorneys, predicated upon the unsophistication of some Indian tribes; that there have been flagrant misrepresentations of fact by attorneys to the Indians and the public; and that Indian organizations have been used as fronts by attorneys to promote their own interests.

The aim of the subcommittee has been to review the administration of the legislation relating to Indian attorney contracts in order to determine the value of existing legislation and the desirability of possible revisions thereof. Throughout its investigation the paramount purpose of the subcommittee has been to determine the manner in which the welfare of the Indian tribes, for which the Federal Government is reaponsible, is affected by their relations with attorneys. In the course of the investigation it has been revealed that the canons of professional ethics have been violated. To the extent that such violations adversely affect the welfare of Indian tribes, they are discussed in this report.

This report outlines some, but by no means all, of the case histories of the subcommittee's investigations. These case histories indicate to the subcommittee the present obvious necessity of maintaining in the Secretary of the Interior and the Commissioner of Indian Affairs the existing statutory supervision over relations between attorneys and Indian tribes.

Toward the close of the investigation the subcommittee uncovered new evidence which should be pursued. This new evidence indicates that a group of attorneys throughout the United States has formed

a complex organization to represent a large number of tribes before the Indian Claims Commission. The subcommittee believes that this new evidence should be pursued to ascertain the extent, if any, to which the interests of the tribes affected may have been prejudiced by the activities of this group or any of its members in obtaining and allocating this Indian legal business. Because Senate Resolution 241, Eighty-second Congress, obligates the committee to report to the Senate on or before January 13, 1953, the subcommittee did not have time to probe adequately into such new evidence. The subcommittee believes, however, that it is important to the welfare of the Indians that this facet of the investigation be continued.

I. ACTIVITIES OF JAMES E. CURRY

The first 6 months of the subcommittee's investigations were concerned principally with the activities of Mr. James E. Curry, of Washington, D. C. Mr. Curry, who at one time was employed by the Bureau of Indian Affairs, practiced law in Puerto Rico until shortly after the passage of the Indian Claims Commission Act. He subsequently became the attorney for a very large number of Indian tribes, and has served as general counsel of the National Congress of American Indians, an association of Indians with offices in Washington, D. C.

At the first session of the hearings Hon. Dillon S. Myer, Commissioner of Indian Affairs, laid before the subcommittee the substance of the charges of misconduct cited in the introduction of this report. Although Mr. Myer mentioned no names, Mr. Curry immediately countered that he was the target of the charges, and consumed several days of the subcommittee's hearings in an attempted defense of his conduct. The record reveals, however, that the charges made by Commissioner Myer were more than adequately borne out with respect to Mr. Curry.

A. Solicitation

The record indicates that Mr. Curry has very actively solicited contracts for Indian legal business throughout the United States and Alaska. These contracts have been of two types: contracts for the prosecution of claims under the Indian Claims Commission Act, and contracts for performance of other services as general counsel. Mr. Curry has, by methods both open and devious, repeatedly violated canon 27 of the Canons of Professional Ethics which provides in part:

> It is unprofessional to solicit professional employment by circulars, advertisements, through touters or by personal communications or interviews not warranted by personal relationships.

The following are but a few examples of Mr. Curry's activity in this regard:

1. Members of the Jicarilla Apache Tribal Council declared that in 1947 Mr. Curry "came to the reservation unannounced and not at our request," and negotiated an attorney contract. Mr. Roy Mobley, of Alamogordo, N. Mex., a former associate of Mr. Curry, also testified that he accompanied Mr. Curry to this reservation for the purpose of soliciting a contract. With Mr. Curry and Mr. Mobley at the time was Mr. Chester Faris, of Albuquerque, N. Mex., a former

superintendent of the Jicarilla Reservation, an official of the Indian Rights Association, and a person very much respected by the Indians for his lifetime of service in their behalf. According to Mr. Mobley, Mr. Curry wanted Mr. Faris along because his appearance would be sufficient to induce the Indians to give favorable consideration to Mr. Curry's overtures. Mr. Faris testified that during this trip Mr. Curry paid not only for the use of Mr. Faris' car, but also for his living expenses. Mr. Faris also testified that he accompanied Mr. Curry to a number of other southwestern reservations, including the San Carlos, Fort Apache, Papago, Salt River-Pima Maricopa, and Fort McDowell Reservations.

It further appears that during his trip with Mr. Faris, Mr. Curry proposed a violation of canon 34 of the Canons of Professional Ethics, which provides:

> No division of fees for legal services is proper, except with another lawyer, based upon a division of service or responsibility.

Mr. Faris testified to the effect that Mr. Curry suggested that the attorneys would be willing to give Mr. Faris a percentage of such fees as they might derive from their Indian contracts. Mr. Faris told Curry he was not interested in such an offer.

2. As mentioned above, Mr. Curry has for several years been general counsel to the National Congress of American Indians. The record reveals quite clearly that Mr. Curry has abused his position in that organization to further his own personal ends. Chief William Fire Thunder, of Allen, S. Dak., a former vice president of the NCAI and formerly chairman of the Oglala Sioux Tribal Council, has, by affidavit dated February 15, 1952, declared:

> that since the inception of the National Congress of American Indians a free legal aid department was to be maintained for the less fortunate tribes. It was for this purpose that James E. Curry was hired by the NCAI at $2,500 per annum. Some of the tribes do not have sufficient income to be able to afford the cost of legal counsel. It was tribes of this sort the NCAI expected Mr. Curry to help. For example, one of the first tribes to appeal to the NCAI for free legal aid was the Pyramid Lake group; however, after Attorney Curry and Mrs. Ruth Bronson of the NCAI visited this group, Mr. Curry secured a contract with the tribe instead of furnishing this service on his NCAI contract thus saving the NCAI any cost. This is just one example of one unfortunate tribe which appealed to the NCAI for free legal aid only to have Curry wind up with a contract to represent that tribe.

Chief Fire Thunder went on to say that:

> this free legal aid bait was held out to the various tribes, including the Alaskan tribes, for the purpose of inticing [sic] membership in the NCAI and later feathering the nest of one James E. Curry. The Alaskan native delegates to the NCAI Bellingham convention were bitter and hostile to the NCAI because of this false front. At least six or seven Alaskan native groups has [sic] been persuaded by Mr. Curry and Mrs. Bronson to negotiate attorney contracts with Mr. Curry under identical circumstances always arizing [sic] out of the free legal services bait.

Chief Fire Thunder also stated that he left the NCAI during its 1950 convention because he—

> became convinced that the National Congress of American Indians had ceased to be an all-Indian organization due to James E. Curry's influence and dictation. At that convention I had offered a resolution to the resolution committee proposing the furloughing of James E. Curry for a year or two because of lack of finances. Curry promptly told me he would retaliate by going to the nominating committee to have my name removed from all nominating ballots and committees. Curry carried through his threat and my name was removed as he wants only those men elected to office who bow down to his commands.

Mr. Roy Mobley, Curry's former associate, testified that Curry allowed the use of his Washington office to Mrs. Bronson,[4] who at the time was executive secretary of the NCAI, and put her on his payroll. Mr. Mobley further testified that at a convention of the NCAI in Santa Fe it was boasted that their attorneys had operated a shuttle service to Alaska. It was during the time of the operation of this shuttle service that attorney contracts with Alaskan tribes were consummated with the NCAI's general counsel. In 1947 Mrs. Bronson carried out an extensive itinerary in Alaska and the dates on which various Alaskan tribes executed contracts with Mr. Curry were identical with the dates of her visits to the tribal communities. Indeed, she herself has testified that she took contract forms along with her on these trips and that it was she who typed into these forms the designation of Mr. Curry as attorney of record.

Similar solicitations by Mrs. Bronson on Mr. Curry's behalf have occurred with respect to the Mescalero Apache and Fort Berthold Indians.

Mr. Joseph Garry, a member of the Coeur d'Alene Tribe of Idaho, wrote Curry requesting him to handle a tribal tax matter, and to make it a national issue, to "take it up in the name of the National Congress of American Indians." At that time the tribe had an attorney contract with Mr. Kenneth R. L. Simmons, of Billings, Mont. Mr. Curry, knowing that Mr. Simmons was then the tribal attorney, nevertheless accepted the offer to represent the tribe and submitted a proposed contract to the tribe without prior consultation with Mr. Simmons. The proposed contract which Mr. Curry submitted provided that he be engaged not as NCAI counsel, but in an individual capacity. The tribe refused to enter into the contract.

3. In a telegram from Mr. Lester Roberts, grand secretary of the Alaska Native Brotherhood, an association of natives in Alaska, which Mr. Curry also purports to represent as general counsel, to Mr. Ewan Moses Naumoff, president of the Karluk Community Association, the following appears:

> By reliable reports Karluk Reservation case will soon be appealed to Supreme Court. James Curry of 1016 Sixteenth Street NW., Washington, D. C., interesting [sic] in defending Karluk but cannot solicit you directly. Contact him or authorize me to forward your decision. I recommend him highly.

4. An adjunct of Mr. Curry's solicitation of claims contracts has been his solicitation of general counsel contracts. His typical mode of operation has been to convince the tribes of the necessity and desirability of entering claims contracts with the understanding that payment of his fees and expenses would be contingent upon the recovery of judgments in favor of the tribes, and then confronting them with general counsel contracts providing for periodic payments of retainer fees and expenses.

Members of the Fort Yuma Tribe have testified that when their delegation to a 1947 convention of the NCAI discussed their grievances stemming from an 1893 agreement with the Federal Government.

[4] This is the same Mrs. Ruth Bronson whose activities, along with those of Mr. Curry, are described in the 1949 report of the House Committee To Investigate the Federal Communications Commission (H. Rept. No. 2479, 80th Cong., 2d sess., pp. 12–15). That committee found that Mr. Curry, while counsel for the Communications Authority of Puerto Rico, had there used Mrs. Bronson by inducing her to write letters to members of the clergy and leading laymen throughout the United States complaining of alleged immorality on the programs carried by private broadcasters in Puerto Rico. The committee found no evidence of such immorality and criticized Curry's indulging in such propaganda activities. The committee further found that Mrs. Bronson had never even been in Puerto Rico, and that Curry or his employees had furnished to her much of the material used in these letters.

the delegation was approached by Mr. C. M. Wright, of Tuscon, Ariz., then one of Mr. Curry's associate attorneys, who represented to them that he would shortly propose a contract with the tribe covering their claims against the Government. The proposed contract subsequently presented to the Indians, which provided for Mr. Curry as attorney of record and Mr. Wright as an associate attorney, was not one merely for the prosecution of the tribe's claims against the Government, but was a combination claims and general counsel contract, calling for general counsel services over a 10-year period and with only the provisions covering the claims work being on a contingent basis. The tribe rejected the contract, on the ground that there was no need for such general counsel service and, moreover, that they could not afford the expense.

As noted below, Mr. Curry has been without the resources necessary for the proper handling of the enormous volume of legal work he has told the Indians he was quite capable of handling. It appears from the record that in order to facilitate the financing of these projects he has on several occasions induced tribes with whom he had negotiated claims contracts also to retain him as general counsel. Thus, Mr. Eric Hagberg, General Superintendent of the United Pueblo Agency of the Bureau of Indian Affairs, stated, in a memorandum dated February 3, 1949, just after the negotiation of the general counsel contract between the Laguna Pueblo and Messrs. Curry and Felix Cohen,[5] that in a conversation with Mr. John Sarracino, governor of the pueblo, and Mr. Abel Paisano, a former governor of the All-Pueblo Council, he and Mr. William Brophy of Albuquerque, N. Mex., an Indian Bureau attorney, were told that:

* * * the general counsel contract was made as a side agreement with Cohen and Curry in order to get Mr. Curry to take the claims contract. We were told by John Sarracino and Abel that when the claims contract was discussed with Mr. Cohen he advised the Lagunas that Mr. Curry was a good man but had so much business that in order to get him to take the claims contract a little reimbursement would be necessary. This was arranged for through the side agreement and as a result we have the general counsel contract. This cleared up for Mr. Brophy and me one of the causes for the confusion in the Laguna Pueblo.

At our meeting on December 9, 1948, we were aware that the officials had difficulty in distinguishing between the general counsel contract and the claims contract. This explains that difficulty. John and Abel also asked us, "What will happen to our claims contract if we pull out of the general counsel contract?" This kind of concern worried both John and Abel. * * *

It further appears that Mr. Curry and his associates have in soliciting claims contracts used these contracts as devices to obtain retainers as general counsel. In a letter dated October 26, 1947, to Superintendent Guy Hobgood of the Jicarilla Agency, Curry stated:

* * * my relationships with the Apaches should not be strictly limited to claims work. If there is anything else that I can do to be helpful, I want you to be sure to call on me. Later, perhaps, the Indians will want to negotiate a general representation contract with me. I said nothing about this at the time of my visit because I felt that it was most desirable for them first to get acquainted with me.

Three officials of the Jicarilla Tribe have signed an affidavit declaring that Mr. Curry's then associate, Mr. Henry Weihofen, of Albuquerque, N. Mex., "came up to Jicarilla to see us about a general counsel contract but we had not asked him to come up. He asked about $200

[5] Associate Solicitor of the Department of the Interior until 1948; now Washington partner of the New York City law firm of Riegelman, Strasser, Schwarz & Spiegelberg.

a month fee. He told us he was working with Mr. Curry on the claim. We did not sign the contract."

B. Claims brokerage and nonperformance of contracts

As a result of the activities described above and elsewhere in this report, Mr. Curry has secured more than 30 Indian claims contracts and more than a third of the existing general counsel contracts. Some light was shed on the scope and nature of Mr. Curry's undertakings by Mr. Ralph Case, of Washington, D. C., an attorney for a number of Sioux tribes. Mr. Case testified:

> Mr. Curry told me that some time back, he did not specify the time, he and Mr. [Felix] Cohen and others unnamed by Curry had a gentlemen's agreement to secure contracts with many Indian tribes that he, Mr. Curry, had gone to the field and had made arrangements with a very substantial number. *He said the objective was not less than 50 contracts; that upon the contracts being made and approved Mr. Cohen would resign from the Department of the Interior and he, Curry, and Mr. Cohen would join in a pool of the contracts, no matter how many, and would sublet to the attorneys in various cities and the attorneys so selected would do the "leg work," as he used that term; and that there would be a very large amount of attorney fees.* [Emphasis supplied.]
>
> He mentioned that if he had been let alone with the Alaska contracts alone, he could have made at least a million dollars out of those contracts.
>
> He also stated that Felix, as he referred to Mr. Cohen, Felix's "uncle"—I understood that word to mean not a blood relative but a backer, such as the word "angel" is used in respect to theatrical production, he used the word "uncle," and this "uncle" had put up a thousand dollars a month for Mr. Curry's expenses in connection with the obtaining of the contracts.

Mr. Curry has boasted before the subcommittee that he has "adequate facilities to handle every bit of law business" he has obtained. However, it appears that the only substantial financial backing that Mr. Curry has ever been able to obtain to pursue his Indian legal work was supplied by his former associates, Messrs. Jonathan Bingham and Henry Cohen of New York City. This association, which was formed in the latter part of 1947, came to an end in 1948, and it is quite apparent that the representations he subsequently made to the Indians during the course of his solicitations that he could adequately manage the enormous volume for which he was contracting amounted to the perpetration of a gross fraud. The amount of time, money, and personnel required to handle adequately just one claims case can be staggering, and Mr. Curry appears completely unequipped to provide the necessary services. In an article appearing in the September 6, 1952, issue of the Saturday Evening Post there is the following brief summary of the gigantic effort that the law firms put into the claims case of the Ute Indians over a period of 13 years and which ultimately resulted in a judgment of over $31,000,000:

> Mountains of obscure old State papers, of diaries, letters, reports, boundary maps, many of them requiring months of scholarly detective work to unearth, had to be winnowed. Every scrap of material in the National Archives referring to the Utes—36,400 items in all—was microfilmed. A single phase of the case—determining the value of the land in issue—turned into the longest continuous hearing ever clocked in the Court of Claims. Covering 10,281 pages of testimony and 1,259 exhibits, it lasted 16 weeks. Both * * * [one of the Ute attorneys] and Department of Justice attorneys, upon whom devolves the duty of defending Uncle Sam against lawsuits, had to maintain large offices in Grand Junction, Colo., seat of the proceedings. * * *

Mr. Curry has, himself, admitted on several occasions that he has overextended himself. He wrote to members of the Jicarilla Tribe that the task of preparing their claims was "too big for me to handle

alone," and admitted to his associate, Mr. Mobley, that it was true he was "overloaded with contracts and did not have the resources to prosecute them properly." Moreover, Mr. Curry has assigned or attempted to assign his responsibilities under the bulk of these contracts to other attorneys while retaining for himself a substantial portion of the fees. Mr. Curry's extensive and unusually successful efforts at soliciting, by whatever means have appeared expedient, the contracts of unsuspecting Indian tribes throughout the Nation has in short been sheer claims brokerage.

As a result of Mr. Curry's conduct, the tribes have suffered and their members have bitterly complained. Not only the Indians but several attorneys formerly associated with Mr. Curry have stated that he has neglected to perform the services expected of him. For example, Mr. William L. Paul, Jr., an attorney from Juneau, Alaska, formerly associated with Mr. Curry, in writing to Mr. Joe Williams, president of the Alaska Native Brotherhood, and explaining why he was withdrawing from his contracts with Alaskan Indians, declared:

> I believe your lawyers have been negligent in prosecuting the land suit. The case was first filed in October 1947. There has been no substantial progress since then, although there should have been. Other land suit cases have been filed since then, but the chief attorney [Curry] gives not the slightest indication that he desires to push them.

Mr. Paul's statement is corroborated by a letter dated November 5, 1952, to the subcommittee counsel from the clerk of the Court of Claims, stating that since 1950 no official action has been taken by the Indians' counsel in connection with the prosecution of the case of the claims of the Tlingit and Haida Indians in the Court of Claims. The docket entries of the Court of Claims show that on April 25, 1950, the Indians' counsel filed a stipulation and on July 24, 1950, filed an amendment thereto. On August 11, 1950, following the filing by the United States of a motion to strike the stipulation the plaintiff filed objections to this motion, and on August 16, 1950, the motion to strike was overruled. On November 2, 1951, the case was referred by the court to a hearing commissioner and the parties so notified. The clerk of the court stated that he has "been unable to find a record of any action by Mr. Curry, or request by him for action, other than appears in the docket entrires * * *." Officials of the Department of Justice are of the opinion that Mr. Curry has abandoned the case.

A similar complaint was registered by Mr. Curry's former law partner, Mr. Jonathan Bingham. Mr. Curry, Mr. Bingham, and Mr. Henry Cohen had jointly entered into a number of claims contracts, but in time the latter two attorneys found themselves unable to further associate with Mr. Curry. They attempted to reach an agreement with him whereby they would surrender all their rights in these contracts except for a contingent interest to the extent of advances ($40,000) they had made in preparation of the Tlingit and Haida, Mescalero, and Paiute cases. In a letter dated December 13, 1950, to Dillon S. Myer, Commissioner of Indian Affairs, in which Mr. Bingham complained of his inability to reach an agreement with Mr. Curry, Mr. Bingham stated that:

> We have learned from attorneys who are working with Mr. Curry—until now without compensation—that. while some progress has been made on research in Washington, the cases are at a standstill generally because of lack of funds to

carry forward either the necessary investigations outside of Washington, or the hearings which should have been under way long before now.

It is our view that, so long as Mr. Curry refuses to come to an agreement with us, he will be unable to obtain the financial assistance necessary to go forward with the cases. If such an agreement is made with us, however, we stand ready to assist in interesting other attorneys who could carry the cases along financially, and believe that we could readily do so if Mr. Curry were ready to make an appropriate agreement covering the control and conduct of the cases.

Such inaction resulting from his overcommitments threatens seriously to jeopardize the claims of many of Mr. Curry's Indian clients.

C. Interference with employment by tribes of other attorneys

In numerous instances Mr. Curry has influenced tribes not to employ or to discontinue the employment of an attorney previously selected by the tribe. In other cases Mr. Curry has engaged in protracted disputes with other attorneys associated with him on tribal contracts. Not only has such conduct been in violation of the Canons of Ethics of the legal profession but has resulted in serious neglect of the legal affairs of many tribes. The following examples typify Mr. Curry's conduct in this regard:

1. The Indians of the Fort Berthold Reservation of North Dakota had contracted with Mr. Ralph Case to represent them before Congress with respect to the compensation they were to receive for the taking of their land under the Garrison Dam project. Mr. Carl Whitman of Elbowoods, N. Dak., a member of the Fort Berthold Tribal Council, testified that Mrs. Ruth Bronson of the National Congress of American Indians referred him to Mr. Curry, that Mr. Curry disparaged the work of Mr. Case and offered the services of what he asserted to be his own "very efficient law firm." Mr. Curry was subsequently hired by the tribe in addition to Mr. Case. Although Mr. Curry testified that he was brought in as an attorney for these Indians at Mr. Case's request, Mr. Whitman testified that it was not until after Mr. Curry was hired by the tribe that Mr. Case was informed of his employment. Mr. Case testified that after he became aware of Mr. Curry's negotiations with the tribe he did suggest that Mr. Curry be brought into the contract, but only to preclude any dispute between the attorneys which might have jeopardized the Garrison Dam claim.

2. Mr. W. W. Keeler, of Bartlesville, Okla., principal chief of the Cherokee Nation, a vice president of the Phillips Petroleum Corp. and a director of the Refining Division of the Petroleum Administration for Defense, testified that at the time the Cherokees were under contract with a group of Oklahoma attorneys to handle his tribe's claims Mr. Curry approached him at an NCAI meeting in Denver in an attempt to obtain the tribe's claims work. Mr. Keeler stated that he resented this action by Curry, since he felt that Curry was trying to "horn in and possibly to question our judgment on our attorneys, and I did not consider it proper for him to make his offer".

Comparable conduct was engaged in by Mr. Curry with respect to the attorneys for the Laguna, Mescalero, Chiricahua, Jicarilla, and Salt River Pima Indians.

In this regard, the subcommittee notes that canon 7 of the canons of professional ethics provides:

Efforts, direct or indirect, in any way to encroach upon the professional employment of another lawyer are unworthy of those who should be brethren at the bar;

but, nevertheless, it is the right of any lawyer, without fear or favor, to give proper advice to those seeking relief against unfaithful or neglectful counsel, generally after communication with the lawyer of whom the complaint is made.

D. Violations of contracts

The record reveals a number of violations by Mr. Curry of his Indian contracts. Examples are summarized below.

1. A provision of the contract between Mr. Curry and the Tlingit and Haida Indians of Alaska allows him reimbursement for expenses incurred "only from the amount of any sums recovered for the Indians." Another section provides for the collection of voluntary contributions from the Indians, but requires, among other things, that Curry obtain the advance consent of the Secretary of the Interior and that such contributions be deposited with the Bureau of Indian Affairs for subsequent disbursement. The contract further provides that any contribution solicited or received directly or indirectly in violation of the provisions of the contract will operate to terminate the interest of the attorney in the contract. Despite these provisions of the contract, Mr. Curry collected money from his clients which had been raised by assessments on individual tribal families. Indeed, the grand secretary of the Alaska Native Brotherhood, Mr. William Paul, Sr., of Juneau, Alaska, has testified that Curry used this organization as a means of raising these funds and bypassing the Indian Bureau.

2. In several instances Mr. Curry has assigned the responsibilities under his contracts without even obtaining the consent of his clients. For example, Mr. Roy Mobley, who was associated with Mr. Curry as counsel for the Mescalero Apaches, testified that when the Indian Claims Commission came to that tribe's reservation to conduct hearings Mr. Clarence C. Lindquist, of Duluth, Minn., appeared and announced that Mr. Curry had turned the claim over to Mr. Lindquist and his partner, Mr. Jay Hoag, also of Duluth, Minn. Mr. Mobley stated that the Indians approached him and "wanted to know what he (Lindquist) had to do with their contracts." Furthermore, Mr. Mobley stated that he himself had not been apprised of this assignment and that Mr. Lindquist was not aware of Mobley's association with Curry.

E. Misrepresentations

One of the most reprehensible aspects of James Curry's conduct has been his failure to deal candidly with the facts. He repeatedly has uttered what are manifestly deliberate factual misrepresentations and distortions, not only to the subcommittee and to the general public but also to the Indian clients who had reposed their trust and confidence in him. Mr. Curry in perpetrating his untruths has gone so far as to use Indians as "fronts" to sign propaganda letters drafted by him. One such letter, dated February 16, 1952, bearing the signature of Mr. Avery Winnemucca, of Nixon, Nev., chairman of the Pyramid Lake Tribal Council, is replete with distortions and falsehoods attacking the conduct of these hearings and members of this subcommittee.[6] Similarly, Curry persuaded Mr. Rufus Sago, a member of the business committee of the Mescalero Apache Tribe of New Mexico, to authorize the use of his signature on a letter which

[6] During the course of the hearings, and while Mr. Winnemucca was present, a copy of this letter was presented to the subcommittee by Mr. William Paul, Sr., grand secretary of the Alaska Native Brotherhood. At this point, after a whispered conversation with Mr. Curry, Mr. Winnemucca precipitately left the hearing room.

Curry had distributed to Indian leaders throughout the country. Mr. Sago appears to have been scarcely aware of the contents of the letter. The following are but a select few of a host of episodes in which James Curry has grossly misstated the facts.

1. A large number of Pueblos had claims contracts with the "joint efforts" group of law firms, the activities of which are more fully described below. On August 22, 1951, one of their attorneys, Mr. Marvin Sonosky, of Washington, D. C., reported to the then chief counsel of the Bureau of Indian Affairs, Mr. Edwin E. Ferguson, that a draft of their petition to the Indian Claims Commission had been given to Mr. Curry, who was then representing the Pueblo of Laguna. An examination of the petitions filed by Mr. Curry and by the "joint efforts" group has revealed that substantial portions of Mr. Curry's petitions as originally filed were amended by pasting copies of large sections of the "joint efforts" draft over portions of his original petition. It appears that Mr. Curry made these changes late in the afternoon of August 10, 1951, at the office of the clerk of the Indian Claims Commission, and kept the clerk overtime by insisting that the changes had to be made that day. The "joint efforts" petition was, significantly, filed the next day, August 11, and it was at that time already in printed form. Mr. Sonosky's complaint to the Indian Bureau was based on his apprehension that by virtue of Curry's earlier filing it would appear that the "joint efforts" group had plagiarized Curry's petition. When asked by the committee to comment on this matter, Mr. Curry asserted that he had not seen the "joint efforts" petition. It must be concluded, however, that James Curry's reply was a deliberate misrepresentation of fact, since, in addition to the evidence noted above, substantial portions of the "joint efforts" petition appear verbatim in the amended portions of Mr. Curry's petition.

2. Mr. Nathaniel Ely, of Silver Spring, Md., an attorney for the Northern Development Co., a firm which had applied to the Bureau of Land Management for oil and gas leases in southeastern Alaska, testified that protests against the granting of such leases were filed with that Bureau by William Paul, Jr., an attorney for the village of Yakutat, on the ground that the Indians of that village had a possessory claim to the lands to be leased. Mr. Ely subsequently entered negotiations with Mr. Curry, who was associated with Mr. Paul as counsel for this village, and with Mr. James Craig Peacock, of Chevy Chase, Md., who represented Indians with an overlapping claim. In order to effect a settlement, an oral understanding was reached by the parties whereby in consideration of withdrawal of the protests the Indians would receive a cash payment and a portion of such proceeds as the company might realize from its leases. However, Mr. Ely testified that subsequent to their reaching this understanding Mr. Curry approached him with objections to the arrangement agreed to, insisting that the parties represented by the other attorney should not participate in the payment and further insisting that he personally was entitled to some portion of the payment to be made by the Northern Development Co. "for a fee in advance of the distribution of the balance of the funds to attorneys and/or clients." Mr. Ely declared that an understanding was eventually reached whereby Mr. Curry would receive such a fee and in the amount of $1,500. He told Mr. Ely that he would have to wire the mayor of the Indian village

for authority to enter the contract, and requested permission to charge the expense of the telegram to Mr. Ely's office, which request was granted. The telegram from Curry to the mayor, dated May 30, 1952, noted that Ely had made a new proposal, and then stated that Mr. Ely and the other attorney "are offering me personally an allotment of $1,500 cash out of the down payment which I consider to be an offer of a bribe and which of course I will not accept." Curry further advised the mayor: "If you want to telephone me collect about this matter, you may do so"; and instructed him to have the cost of the call charged to Mr. Ely's phone number. Mr. Ely testified that he subsequently told Curry that "never in all my years of law practice have I ever encountered anybody, particularly a member of the bar, who would do anything like that. * * *"

3. Mr. Curry had a contract with the Caddo Indians of Oklahoma to prosecute their claims against the United States before the Indian Claims Commission. Under the Indian Claims Commission Act such claims had to be filed with the Commission by August 13, 1951. Under this contract payment by the tribe of expenses incurred by the attorney was contingent upon successful prosecution of the claim. Although Mr. Curry asserted he could not remember saying so, the chairman of the tribal council, Mr. Lloyd Townwin, stated that just 2 months prior to this deadline Mr. Curry told his clients that expenses of filing the claim should be borne by them and not the attorney and indicated that it would be "illegal" for him to bear such expenses. Thereupon the tribal council levied an assessment on each of the tribal members to raise the necessary funds.

4. Only a few days prior to these dealings with the Caddo Indians Mr. Curry applied similar pressure on the Laguna Indians. His general-counsel contract with the tribe provided for a monthly retainer of $75 plus certain expenses, but his claims contract had both contingent-fee and contingent-expense provisions. Mr. Curry induced the tribal council to adopt a resolution agreeing to relieve him of his duties under the general-counsel contract and at the same time agreeing to modify the claims contract by providing for payment under it of a $75 monthly retainer plus a maximum of $500 expenses per year. Mr. Henry Weihofen, who is Curry's brother-in-law and a professor of law at the University of New Mexico, and who was associated with Mr. Curry at the time, upon hearing of this action, wrote Curry:

> Although I have tried not to admit it even to myself, I have known in my heart for some time that your principles and methods do not accord with mine. But your recent effort to mislead the Laguna Council with a grossly bad bargain makes it impossible for me any longer to explain or justify your conduct.
>
> Without advising your associates, and without prior notice even to your clients, the Lagunas, you suddenly confront them with a radical revision of their existing contracts, by which they would have to pay more for less service. * * *
>
> Then, to leave nothing undone to brand your conduct as wholly contemptible, you tell me that you had nothing to do with this resolution; that the Indians acted of their own accord, and that your presence at the council meeting was purely coincidental. Why you felt impelled to tell such a lie, I do not know. You did not really expect it to deceive me or anyone else.

Similarly, members of the Fort Berthold Tribe have testified that Mr. Curry neglected to prepare that tribe's claims case, although he had promised to do so and the Indians were relying upon him. At a meeting held several months before the deadline for filing claims with

the Indian Claims Commission, one of the tribal members, Mr. Sam Matthews, asked Curry: "Have you made any move concerning our claims?", and his response was: "Not for $50 a month." The tribe was compelled to seek legal services elsewhere. They entered into a claims contract with another law firm which required an initial emergency payment of $5,000 to the firm.

4. The record indicates that James Curry has instigated racial antagonisms among the Indians for the purpose of furthering his own ends. Gov. Ernest Gruening of Alaska testified that in November of 1950 James Curry told a meeting of the Alaska Native Brotherhood that "the white man is a trespasser here. These lands have been stolen from you, and anything the white man gets is just so much by the grace of your kindness." Governor Gruening testified that he later said to Curry: "This line that you propagate, that this land has been stolen from the Indians, * * * you know that is bunk; don't you?" and that Curry replied: "Yes; but that is a good line and gets the sob sisters in the East." Although Mr. Curry denied having made such a statement, in view of his reputation and the tenor of his testimony throughout these hearings, the subcommittee has little reason to give credence to his denial, and particularly when he was contradicted by the Governor of Alaska, whose veracity is above reproach.

Governor Gruening further stated that Curry's charge of land thefts "had no basis whatsoever" and that "it is the most unfortunate thing to stir up racial prejudice, to stir up strife between the races at the very time when it is diminishing almost to the vanishing point."

5. Mr. Curry negotiated a contract on behalf of certain Alaskan communities with a firm known as the Timber Development Corp., whereby the latter would exploit certain timberlands in the Tongass National Forest of southeastern Alaska. Mr. Curry testified that most of the negotiations with the Timber Development Corp. "were handled largely by associates of mine, principally by Mr. Felix Cohen, who was then my associate. Mrs. Horn also worked on it, and Mr. Henry Roden. * * *" He added that the facts concerning the negotiations were "known by the people who handled them, principally Felix Cohen." At another point in the hearings Mr. Curry stated that a great deal of work involved in these negotiations "was done by people connected with my staff in Washington" and again named Mr. Felix Cohen. However, Mr. Milton Zaidenberg, of New York, principal organizer of the Timber Development Corp., has testified that he had "never dealt with Mr. Felix Cohen" and that he never met Mr. Cohen until after the contract was signed, and that the occasion of that meeting was not a business but a social affair. Similarly, Mr. Richard G. Green, also of New York, Mr. Zaidenberg's attorney and the only party other than Mr. Zaidenberg who carried on the negotiations on behalf of the corporation, testified that he "never negotiated with Felix Cohen about these contracts."

II. JOINT EFFORTS

While the subcommittee was engrossed in ascertaining the nature of Mr. Curry's practice with Indian tribes, there was filed in the United States District Court for the District of Columbia, on April 5, 1952, a case entitled "*Louis Allen Youpe* v. *Arthur L. Strasser et al.*"

This case came to the attention of the subcommittee by reason of the serious nature of the allegations made in the complaint, and especially by dint of the fact that all of the defendants are lawyers who, with the exception of the firm of Riegelman, Strasser, Schwarz & Spiegelberg of New York, are members of firms representing one or more Indian tribes or groups before the Indian Claims Commission under the "joint efforts" agreement approved by a then Acting Commissioner of Indian Affairs on December 17, 1948.

By terms of the "joint efforts" agreement it is asserted that each of the signatory law firms will have been selected by a tribe, band, or identifiable group of American Indians for the presentation of the tribe's claims; that in the investigation, formulation, filing, and prosecution of the several tribes' claims many questions of fact and law will arise which will be common to most or all of the claims; and, therefore, provision of joint facilities for the preparation of claims, and the proof in support thereof, would result in substantial savings to the member law firms and their tribal clients. In pursuit of this organizational objective, the law firms have designated one partner from each of three subscribing firms as a "committee"; and have retained the law firm of Riegelman, Strasser, Schwarz & Spiegelberg as the coordinators and administrators, known as the "associate attorneys." Upon the latter devolves the responsibility for supervising a special legal research staff for investigating and preparing the claims of the clients of member firms.

An involved system of levies upon the 15 member firms representing more than 30 tribes provides for credits of $21,000 from each firm, with additional funds subject to call to be paid into a general expense account. Thereafter, each firm agrees to assign 75 percent of realized fees and 100 percent of expenses allowed to the lawyers by the Indian Claims Commission out of tribal judgments to a "pooled account" to be distributed pro rata to all participating firms, backers, and employees after all claims cases are settled.

In examining the files of the Department of the Interior, the subcommittee encountered a letter to the Solicitor of that Department from Assistant Attorney General Underhill of the Department of Justice, posing the issue that—

* * * If the facts alleged [in the Youpe complaint] are true there would seem to have been a very serious breach of professional ethics (see *In re Ades*, 6 Fed. Supp. 467) * * *.

The Assistant Attorney General set forth the allegations of the suit in the following language:

> The portions of the complaint to which we particularly desire to call your attention are those which allege in substance that the plaintiff, Youpe, solicited the claims of various Indian tribes or groups for and on behalf of the attorneys who are named defendants and that he "was instrumental in bringing attorneys into attorney-client relationship" with some 13 tribes of Indians (par. 5) and that plaintiff was employed by the defendant attorneys to make efforts to bring together as participants in the joint efforts agreement tribes of Indians and lawyers or firms of lawyers, in attorney-client relationship for the representation by the attorneys of the tribes before the Indian Claims Commission and elsewhere (par. 11–a).
>
> The complaint further alleges that under his agreement with the defendant attorneys he was to be paid after September 17, 1947, the sum of $1,000 per month for living expenses and up to $3,000 per month for travel expenses in the field "when plaintiff was necessarily away from New York, negotiating contracts with Indian tribes and with attorneys" (par. 11–b (1)), and that upon approval of the

joint efforts agreement by the Commissioner of Indian Affairs plaintiff would thereafter receive (*a*) a salary of $20,000 per annum and actual expenses to begin on the date of the approval by the Commissioner of Indian Affairs of the joint efforts agreement, and to continue for a period of time equal to the period of the existence of the Indian Claims Commission; (*b*) that he was to receive a reasonable bonus upon the negotiation by him of each contract "between the participating attorneys and the Indian tribes"; (*c*) a reasonable bonus upon the filing with the Indian Claims Commission of each tribal land claim; (*d*) a reasonable bonus upon the filing with the Indian Claims Commission of each other tribal claim, and (*e*) a reasonable bonus upon the distribution of the pool to be created out of attorneys' fees received from the successful prosecution of the claims (par. 11–b (2)).

It is further alleged that as of December 24, 1948, the plaintiff had negotiated certain contracts with tribes of Indians and firms of attorneys, seven of which had been formally approved by the tribes and the attorneys and by the Commissioner of Indian Affairs (par. 13), and that during the years 1948, 1949, and 1950 the plaintiff "negotiated a total of 15 attorney-client contracts between firms of attorneys and tribes of Indians, all of which were approved by the Commissioner of Indian Affairs pursuant to statute. The defendant attorneys representing these tribes entered into the joint efforts agreement and became obligated to carry out the terms of the contract with Youpe alleged in this complaint" (par.15).

It would appear from the allegations of the complaint, therefore, that the efforts of plaintiff Youpe and the defendant attorneys are a part and parcel of the joint efforts agreement approved by the Commissioner of Indian Affairs on December 17, 1948. (Letter to the Solicitor, Department of the Interior, from Assistant Attorney General Underhill, Department of Justice, May 19, 1952.)

Upon examining the complaint before the district court, the subcommittee discovered that the plaintiff, Mr. Louis Allen Youpe, had informed the court that he is a Cree Indian who had enjoyed extensive contacts with and the confidence of numerous Indian tribes for many years in attempting to secure for them jurisdictional acts from the Congress to enable the tribes to obtain an adjudication of claims against the Government prior to the enactment of the Indian Claims Commission Act. Mr. Youpe had further alleged that:

* * * As of September 29, 1950, the Commissioner of Indian Affairs had approved all but 1 of the 15 attorney-client contracts which plaintiff Youpe had negotiated for the attorneys (joint efforts) and the fifteenth contract was then in the hands of the Commissioner of Indian Affairs for approval. Coincident with this accomplishment by the plaintiff of the duties to negotiate contracts assigned to him by the attorneys, they arbitrarily and without cause, and over plaintiff's protest, further reduced his salary to $500 per month (from $1,000 per month), beginning October 1, 1950, and at the same time informed plaintiff that his salary would not in any event continue beyond the summer of 1951. This conduct by the defendants, acting through Riegelman, Strasser, Schwarz & Spiegelberg, which so closely coincided with the final accomplishment by the plaintiff of the work of negotiating contracts between attorneys and tribes of Indians, and defendant's failure to reduce the contract with plaintiff to writing, compelled plaintiff to seek advice of attorneys in an effort to protect his rights. * * *

Mr. Youpe was requested to appear before this subcommittee, and he complied on June 24, 1952. The revelations of his testimony were such that a subpena was issued for Mr. Youpe's records and files. These were exhaustively examined and some 388 exhibits from them were entered into the transcript of this subcommittee at hearings held on August 5, 6, and 7, 1952. Almost immediately the subcommittee encountered minutes of a joint efforts organizational meeting held on September 17, 1947, which was attended by representatives of law firms in New York City, Newark, N. J., and Chicago, Ill.

Pages 8 and 9 of these minutes contained the following entry:

After discussion, it was also agreed not to change any of the decisions reached with respect to the arrangements to be made with Mr. Youpe, except in the following two respects:

(*a*) Although Mr. Youpe is to be given his second monthly interim payment of $1,000 as soon as sufficient funds are received from the group, it was recognized that these interim payments would probably have to be increased if additional contracts were to be negotiated. This would require that each firm contribute monthly perhaps $200 or $300, instead of the $100 previously agreed upon; it would probably also require that these interim contributions continue beyond the originally agreed upon period of 3 months. It was agreed that this was a matter which should be worked out by the firm accepting leadership of the project, and that the members of the group would be in accord with any reasonable arrangement made.

(*b*) In view of the decision not to proceed with less than 20 tribes, Mr. Youpe's annual salary would be $20,000 upon the effectiveness of the group arrangement. Hence, it was suggested that in drafting the contract between the group and Mr. Youpe, which contract would only be effective upon the effectiveness of the group agreement, Mr. Youpe's salary should be stated to be $20,000. However, it is to be made clear to him that this would be decreased if the project were to go forward with less than 20 tribes.

A further examination of the record of joint efforts in the possession of Mr. Youpe, revealed that under the direction of its first backer, Mr. Ralph Montgomery Arkush, and under the subsequent administration of the law firm of Riegelman, Strasser, Schwarz & Spiegelberg an amount in excess of $60,000 was funneled from these law firms through the hands of Mr. Youpe for the purpose of financing the solicitation of claims contracts with Indian tribes. Statements of disbursements were regularly submitted by Mr. Youpe to the Riegelman firm of joint efforts, and they were approved and paid. These disbursements by Mr. Youpe included donations to individual Indians; entertainment and dinners for tribal councils; donations to bereaved families (itemized as "Indian custom" in Mr. Youpe's accounts); contributions to Kickapoo "Stomp" dance; donation to Sac and Fox "Pow-Wow"; "court expenses—Kickapoo tribal delegate in hoosegow"; "lunch—Mr. and Mrs. Harley Palmer and a loan of $3—met with Mr. Palmer to have him sign the letter reinstating the contract with * * * [a joint efforts] firm"; donation to Sac and Fox woman to visit her husband in hospital ($10); Potawatomi dance donation; "employed William Newashe to obtain quorum and supervise transportation of voters for Sac and Fox Council ($50)," etc.

After the joint efforts administrators had requested that Mr. Youpe itemize for incorporation into Government vouchers all expenses of solicitation for future levy against the tribes, he vigorously protested to the Riegelman firm that such expenditures could not be properly assessed against the tribes for legal services. Mr. Youpe said:

> This will refer to your letter of February 18 * * *
> Neither the Indian Bureau nor the Indian Claims Commission would sanction their repayment for the reason that they are not expenses connected with the preparation of the claims or their prosecution.
> My present expenses are out-of-pocket expenses agreed upon by the lawyers in the pool during the two conferences on September 12 and October 14, 1947. On the basis of these conference agreements I consented to renegotiate attorneys' contracts. They are expenses exclusively for promotion and for the negotiation of contracts * * *.

Below are briefed the experiences of a few—a representative sample—of the tribes which have signed claims contracts with joint efforts law firms:

A. Kickapoo of Kansas

Mr. Louis Allen Youpe first negotiated an attorney contract for the Kickapoo Tribe of Kansas with a first law firm in New York City.

The law firm had been designated for the Kickapoos by the then coordinator of the pooling agreement, Mr. Ralph Montgomery Arkush, and Mr. Arkush had initiated and paid the expenses of contact and negotiation. Subsequently Mr. Walter J. Fried (a partner in the Riegelman firm), who had succeeded Mr. Arkush when the joint efforts group named Riegelman, Strasser, Schwartz & Spiegelberg as its coordinating law firm, wrote to Mr. Youpe:

> They [the first New York law firm] are definitely out of the group, and therefore this tribe can be assigned to * * [a first Chicago law firm]. The two new Chicago firms for whom retainers may now be negotiated are * * * [a second and a third Chicago law firm].

These two law firms had not heretofore been members of the joint efforts group.

Mr. Youpe further testified to the subcommittee that the Kickapoo of Kansas contract was then renegotiated for the first Chicago law firm. Still later, however, the larger retainer of the Sac and Fox of Oklahoma became "available" to joint efforts, and it was decided by the Riegelman firm in New York that the first Chicago law firm should be released from its obligation to the Kickapoos in order to avail themselves of the larger claim of the Sac and Fox of Oklahoma. Accordingly, the Kickapoos were forthwith assigned to a new joint efforts firm in Cleveland. This assignment, however, was consummated only after Riegelman, Strasser, Schwarz & Spiegelberg had first written to Mr. Youpe:

> I have just heard from the committee (of joint efforts) that the Absentee Shawnee retainer, if tendered to us, should go to * * * [a fourth Chicago law firm]. The committee has also advised that * * * [the first Chicago law firm] have definitely decided that they wished to be relieved of their obligations under their retainer to the Kickapoos of Kansas, and as a consequence this retainer is to be rewritten with * * * [a fifth Chicago law firm]. I don't know when you will get to see the Kickapoos of Kansas, but I am going to try to work out in the next few days some procedure for substitution of attorneys that will not involve full renegotiation of the contract.
>
> * * * [a second New York law firm] should be joint attorneys on the new Kickapoo retainer.

Even after the preparation of a resolution embodying the designation of the fifth Chicago law firm and the second New York law firm to supplant the first Chicago law firm, who had previously been substituted for the first New York law firm as Kickapoo counsel on instructions to Mr. Youpe from joint efforts, the latter tribe was finally assigned to the Cleveland law firm. When asked if the Kickapoo Tribe of Kansas had any choice or had been consulted in the selection or substitution of the law firms cited above, Mr. Youpe replied, "None at all."

Mr. Youpe had previously produced for the subcommittee a list of attorneys and tribal clients prepared under an amendment to the joint efforts agreement of 1948, dated June 15, 1951. Mr. Youpe explained that pursuant to this amendment, joint efforts had divided tribal clients into two groups—primary retainers and secondary retainers. Each joint efforts law firm was then eligible to take a second tribe as a client (i. e., a secondary retainer), since Mr. Youpe had been able to solicit more prospective clients than joint efforts could produce law firms which would accept the joint efforts agreement. These "secondary retainers" were intended, according to testimony of the witness, "to keep the claims in the pool," with the intent

that at some future time these so-called secondary retainers would be farmed out to other lawyers, and also bring in additional capital to joint efforts (each new member firm made an initial contribution of $21,000 to the pooled funds).

B. Wyandotte of Oklahoma

On February 5, 1947, the Wyandotte Tribe of Oklahoma entered into a contract with a first Chicago law firm. Mr. Louis Allen Youpe was present at that tribal council meeting, and has testified to the subcommittee that he prepared the tribal minutes, resolution, and contract. Mr. Youpe further testified that the law firm was selected neither by him nor by the Indians, but rather by the then backer of joint efforts, Mr. Ralph Montgomery Arkush. Mr. Arkush paid Mr. Youpe's living expenses while he was negotiating contracts, and the costs of negotiating the Wyandotte contract. Mr. Youpe has revealed in a letter to Mr. George A. Spiegelberg that under the direction of Mr. Arkush (from May 1946 to September 21, 1947) some $35,000 was advanced to Mr. Youpe, out of which $16,800 was "properly chargeable to the actual negotiation of the contracts on behalf of these tribes. * * *" On march 26, 1948, Mr. Youpe notified Riegelman, Strasser, Schwarz & Spiegelberg that the cost of renegotiating tribal contracts for joint efforts was approximately $2,500 for each tribe.

There is before the subcommittee a copy of a subsequent letter from a then newly elected chief of the Wyandotte Tribe addressed to the first joint efforts law firm in Chicago. In the letter and enclosed resolution the Wyandotte Tribal Council repudiated the joint efforts contract, asserting that 75 percent of the tribe knew nothing of the contract negotiation, were now dissatisfied that they had not been consulted, and were restive as to the lack of information or evidence of progress on the claims.

C. Iowa Tribe of Nebraska and Kansas

On April 28, 1947, Mr. Louis Allen Youpe appeared before a tribal council meeting of the Iowa Tribe of Nebraska and Kansas, and at his urging the tribe concluded a contract with a fourth New York law firm. The expenses of Mr. Youpe's appearance were borne by and the designation of the law firm originated with Mr. Ralph Montgomery Arkush, according to the sworn testimony of Mr. Youpe. Mr. Youpe further asserted that he was not acquainted with this law firm, and the Indians had no choice in the selection of this particular law firm.

Two years transpired before Mr. Youpe was notified by the new joint efforts administrators, Riegelman, Strasser, Schwarz & Spiegelberg, that the fourth New York law firm was "not going ahead" with joint efforts, and that it would be necessary for the Iowa Tribe to negotiate a new retainer with other attorneys. Mr. Youpe was then advised by joint efforts that a Detroit law firm "has agreed to accept a retainer from the Iowa Tribe in Nebraska and Kansas, subject however, to a conference with Felix Cohen to take place in about 10 days. Therefore, nothing is definite yet. * * *"

On May 5, 1949, Mr. Youpe sent a telegram to the chairman of the Iowa Tribe informing him that the "New York office [Riegelman, Strasser, Schwarz & Spiegelberg] advises that the committee [of joint efforts] has selected * * * attorneys of Detroit to represent you before the Indian Claims Commission. * * *" Mr. Youpe then appeared before the Iowa Tribe on May 23 and 24, 1949, and a

resolution was adopted authorizing the employment and a contract was executed employing the joint efforts law firm in Detroit.

D. Sac and Fox of Missouri

Mr. Louis Allen Youpe initiated contact and negotiations with the Sac and Fox Tribe of Missouri for proposed joint efforts claims services by means of telegrams and personal appearances financed by Mr. Ralph Montgomery Arkush. The record before the subcommittee reveals that Mr. Arkush was the first promoter for the operation that became joint efforts. Mr. Youpe was instructed by Mr. Arkush to designate a sixth Chicago law firm as attorneys for the Sac and Fox of Missouri. When asked by the subcommittee if he knew any of the members of that law firm at the time, Mr. Youpe replied, "I didn't nor did the Indians."

Subsequent documentation examined by this subcommittee reveals that the sixth Chicago law firm had accepted the Missouri Sac and Fox retainer on a commitment from Mr. Arkush that they would not have to contribute an additional $21,000 to joint efforts pooled funds in consideration for receiving this contract (the sixth Chicago law firm had already accepted the claims contract of the Eastern Shawnee of Oklahoma). When this arrangement was disputed after Riegelman, Strasser, Schwarz & Spiegelberg succeeded Mr. Arkush in coordinating joint efforts, Mr. Youpe returned to the Sac and Fox of Missouri (September 2, 1949) and informed them that the sixth Chicago law firm "who had been tendered the contract of retainer had not subscribed to the joint efforts agreement and that they [sic] were eliminated by the associate attorneys" [Riegelman, Strasser, Schwarz & Spiegelberg]. Mr. Youpe then read and explained to the Sac and Fox Tribe a resolution by which their claims were handed over to a seventh joint efforts firm in Chicago.

E. Oneida Tribe of Wisconsin

After resigning as Associate Solicitor of the Department of the Interior, Mr. Felix Cohen accepted a retainer to provide certain general counsel services for the Oneida Tribe of Wisconsin. When the chairman of the Oneida Tribal Council appealed to Mr. Louis Allen Youpe for assistance in retaining claims attorneys to bring an action for damages for alleged Government violations of treaties with the Oneidas, Mr. Youpe replied on May 1, 1949, that he was advised by the "New York office [of joint efforts] that the Oneida of Wisconsin have employed Mr. Felix Cohen as counsel under the reorganization act and that the matter of the selection of attorneys to represent you in the prosecution of your claims was in his care. * * *"

Mr. Youpe has testified before this subcommittee that joint efforts had planned, through Mr. Felix Cohen, to assign the sixth Chicago law firm and possibly the fifth Chicago law firm to the claims of the Oneidas of Wisconsin; but had encountered resistance from tribal council members. At this juncture, according to the witness, Mr. Felix Cohen and a representative of the fifth Chicago law firm came to Mr. Youpe's office and suggested that Mr. Youpe write a letter to the fifth Chicago law firm stating that the fifth and sixth Chicago law firms—

* * * have contributed very appreciably in assisting all of the tribes in our group including the Oneidas and for this reason I am very much pleased by the

action taken by the tribe. Owing to the high caliber services given by your firm and the * * * [the sixth Chicago law firm], I believe that the Oneidas would be most fortunate in obtaining the services of these firms.

Mr. Youpe revealed that Mr. Cohen and the representative of the fifth Chicago law firm made the suggestions as to the contents of this letter addressed to the representative's firm, and that the Oneida Indians accepted the joint efforts retainer after a carbon copy of this letter was supplied to them. Mr. Youpe commented that it was "kind of a round-about procedure" to steer the Oneidas of Wisconsin into the joint efforts fold.

F. Delawares of Oklahoma

Mr. Youpe has testified to the subcommittee that he believed the Delaware Indians of Oklahoma had joint and overlapping claims with other tribes for which he had negotiated claims contracts with joint efforts law firms. Mr. Youpe then corresponded with the Indian Bureau superintendent of the Delaware jurisdiction, after having heard of the existence of a tentative contract between the Delawares and James E. Curry and Felix S. Cohen as associate attorneys. The superintendent replied that it was Bureau policy to permit Indian tribes to make their own selection of attorneys within the requirements of the law, and that he had no information on the Curry-Cohen contract.

Mr. Youpe subsequently received a letter from Riegelman, Strasser, Schwarz & Spiegelberg, who had then become the employers of Mr. Cohen, informing Mr. Youpe:

Please do not take any further steps toward securing the Delaware claim for our group. We are in direct contact with their Tribal Council and believe that we will have no difficulty in obtaining this claim. We do not want to cross wires, and in addition, have heard about some complaints or other that were made, based on a letter you wrote to the Delawares many months ago.

The Delawares then negotiated a contract with the seventh joint efforts law firm in Chicago.

The subcommittee was also informed by members of the Fort Belknap Tribal Council, who had executed a general counsel contract with Mr. Felix Cohen (since ruled invalid by the Solicitor of the Department of the Interior), that they had proffered their tribal claims to the seventh law firm in Chicago on the recommendation of Mr. Cohen.

G. Miami, Peoria, and Ponca Tribes of Oklahoma

Mr. Louis Allen Youpe, early in 1947, negotiated a contract between the Miami Tribe and the fourth Chicago law firm—the firm's name being supplied to him from New York after he had arrived in Indian country. Mr. Youpe testified that neither he nor the Indians knew this firm either by name or by reputation.

Mr. Youpe also negotiated the claims retainer of the Ponca Tribe for the fourth Chicago firm on telephoned instructions from Mr. Walter J. Fried, of the joint efforts "associate attorneys." Here again, according to the testimony of the agent for joint efforts, the Indians signed a contract with a law firm about which they had no knowledge as to either character or capacity.

Mr. Youpe also visited the Peoria Tribe of Oklahoma at the expense of the first promoter of joint efforts, and under instructions negotiated a claims contract between that tribe and a prominent New York law

firm. Shortly thereafter, joint efforts was confronted with the withdrawal of this law firm and a number of other law firms which had previously expressed an intention to associate. Mr. Youpe then renegotiated the Peoria contract with the second Chicago law firm in joint efforts. Mr. Youpe further testified that the Peoria Indians were not consulted in the choosing of either the first assigned firm or the second Chicago law firm.

Mr. Youpe has also testified that he renegotiated the contract of the Eastern Shawnee Tribe for the second Chicago law firm, after having first negotiated a contract between the tribe and the sixth Chicago law firm. When questioned as to whether the Eastern Shawnee Tribe had requested the change, Mr. Youpe, who had personally handled all the negotiations and renegotiations replied:

> * * * I don't think the Shawnees were consulted about the reasons, unless they were advised that, since * * * [the second Chicago law firm] had the contract of the Absentee Shawnee, it would be convenient to have this same firm to hold the Eastern Shawnee contract.

H. Sac and Fox of Oklahoma

One of the first contracts negotiated by Mr. Youpe was one with the Sac and Fox of Oklahoma, in which contract he inserted the name of a third New York law firm as a result of instructions from Mr. Ralph M. Arkush. Mr. Arkush paid the expenses of Mr. Youpe's trip to and stay in Oklahoma for several months in 1947. The then Acting Commissioner of Indian Affairs approved the contract, including a provision that if the third New York law firm failed to accept the proposed joint efforts agreement within 6 months, the contract with the Sac and Fox would terminate. The joint efforts firms did not complete their agreement within the ensuing 6 months, and when the third New York law firm withdrew from the agreement the Sac and Fox contract was declared null and void.

Mr. Youpe wrote to the Riegelman firm on June 28, 1949, saying:

> This will refer to your letter of June 24 inclosing check and the new supplemental joint-efforts agreement. Thanks for the check.
>
> We are going to need attorneys for the Sac and Fox this week without fail. * * *
>
> Please advise me by wire the name of the firm selected by the committee [of joint efforts]. * * *
>
> I would like to see you assign either * * * [the first Chicago law firm] or * * * [the Detroit law firm] to this contract. I would then wish they would keep it and not assign it. If any assignment is made, I'd rather have them make assignment of the other contract they have, because the Sac and Fox not only have many large claims, but they are very hard to deal with. * * *

Mr. Youpe attended a Sac and Fox Council meeting at Stroud, Okla., on August 20, 1949, and the tribe's claims contract was renegotiated to retain the first Chicago law firm. Mr. Youpe has revealed, and it is borne out by the tribal minutes which are an exhibit in the subcommittee's transcript, that there were dissident elements who kept the meeting in an uproar. The record before this subcommittee indicates, however, that a receptive quorum was obtained as a result of disbursements made by Mr. Youpe at the expense of joint efforts. Exhibit 87 to this portion of the hearings is a signed receipt from a Sac and Fox Indian, "Received of Louis Allen Youpe $50 for services in obtaining a quorum of the Sac and Fox Tribe for the council to be held on August 20, 1949, and for work in supervising the transportation of eligible voters of the tribe."

Similar payments were made to other Indians to aid in producing the desired quorum, and busses and trucks were hired to bring in the membership at a cost of several hundred dollars. These expenses were itemized and submitted to Riegelman, Strasser, Schwarz & Spiegelberg, and were duly paid as expenses of the joint efforts operating fund.

III. CONCLUSIONS

A. James E. Curry

The record with respect to Mr. Curry is certainly adequate to support firm conclusions respecting his activities. Mr. Curry appeared before the subcommittee on a number of occasions and had ample opportunity to deny or explain his activities. Careful review of the record leaves us with no choice but to condemn Mr. Curry's conduct with relation to those Indians who are his clients or whose business he has attempted to procure. With little concern for the standards laid down by the American Bar Association to guide the ethics of his profession, Mr. Curry has misled the Indians, improperly solicited their claims, assumed legal responsibilities toward the Indians for the presentation of their claims which he could not possibly fulfill, and bartered for his own gain the valuable claims which the Indians had entrusted to his professional care.

The Commissioner of Indian Affairs is to be commended for his announced decision, despite public pressures generated against him by Mr. Curry, to decline to approve any new contracts between Indian tribes and Mr. Curry. The subcommittee approves the action of the Department of the Interior in appointing a committee to review the departmental records respecting Mr. Curry's fitness to represent Indians before that Department and hopes for an early report.

The subcommittee recommends that the Attorney General, as the representative of the Government in the courts of the United States, bring Mr. Curry's conduct to the attention of those tribunals which should properly review his conduct.

B. Joint efforts group

The record with respect to the joint efforts group is by no means complete. The character and scope of the activities of this group did not come to light until late in the hearings and the subcommittee had time for only a cursory examination of such material as was then readily available. The evidence adduced is for the most part documentary. It was obtained by subpena from the files of Mr. Louis Allen Youpe who presently has an interest adverse to the joint efforts group. No representative of the joint efforts group sought an opportunity to rebut or explain the activities of this group. Moreover, based upon the present record, it is not clear that all of the several members of the group were aware of certain practices apparently followed by some members in the name and on behalf of the group as an entity.

We strongly recommend that this phase of the investigation be resumed during the next Congress. The documents in the record of the subcommittee seem to be genuine. They lead the subcommittee to conclude that at the very least there is probably cause to believe that the interests of the Indians in substantial claims against the United States may be prejudiced by the activities of the joint efforts group. The investigation should be resumed in order to determine

the extent of any such prejudice and to determine, accordingly, the extent to which further legislation may be appropriate.

So much time was consumed in the hearings in connection with Mr. Curry's operations the committee did not have an opportunity to go into the activities of other attorneys other than the brief preliminary investigations of the joint efforts group.

C. Legislation

We conclude that the existing statutes respecting relations between attorneys and Indian tribes must be maintained in effect until there has been further investigation of these sections. No other conclusion is reasonably possible based on the record before us.

Whether Federal supervision over Indians should be generally relaxed or completely abandoned is a question beyond the scope of this subcommittee's consideration. The Congress gave to the Commissioner of Indian Affairs a responsibility to pass on the fitness of tribal attorneys and fees to be charged. Until the law is changed or repealed he must discharge that responsibility. If Indians are to be entirely free to make their own decisions in the selection and remuneration of counsel there must be new legislation.

Sincerely yours,

CLINTON P. ANDERSON, *Chairman.*
RUSSELL B. LONG.
ARTHUR V. WATKINS.

SEPARATE VIEWS BY SENATOR HERBERT H. LEHMAN CONCERNING INVESTIGATION BY SUBCOMMITTEE ON INDIAN CONTRACTS

JANUARY 9, 1953.

As a member of the subcommittee created on June 12, 1951, to investigate the relations between Indian tribes and attorneys hired by them, and the practices engaged in by attorneys specializing in Indian claims, I have studied the report submitted by the majority of the committee and the record of the hearings. The record is an arresting one. However, my conclusions are constructed in a somewhat different framework than that in which the majority sets forth its views. I do not wish to dissent from any of the specific conclusions laid out in the majority report, but rather to give my views a different emphasis.

I agree with the majority of the subcommittee in the conclusion that since there is an existing statute requiring the Department of the Interior to exercise certain supervisory functions with regard to attorney contracts with Indian tribes, the authorized functions must be carried out. I feel, however, that further investigation and study of this subject is not only warranted but essential in order to determine whether the welfare of the American Indians can best be served by the continuation of this law in its present form. (Sec. 81 of title 25 of the United States Code.)

The present law provides that "no agreement shall be made by any person with any tribe of Indians * * * for the payment or delivery of any money or other thing of value * * * in consideration of services for said Indians relative to their lands * * *" unless, in addition to meeting certain other formal requirements, such agreement is approved by the Secretary of the Interior.

This statute leaves no alternative to the exercise by the Interior Department of the supervision called for. The Secretary of the Interior not only can, but must render his judgment in regard to these contracts. But as legislators we have the responsibility for reviewing the applicability of this statute to the present situation, starting from the viewpoint of whether this law in its present form does, in fact, best serve the essential interests of the Indians and whether it does, in fact, promote the general welfare of the Indians.

I recognize, of course, that this, in turn, is part of the broader question of how much supervision the Federal Government should continue to exercise over the lives of the Indians. Is it not our objective to integrate them with the general population, with special consideration for their prior call on the national concern? I believe this should be our objective.

A new policy determination in this area will, of course, strongly affect any decision the Congress might or should make in regard to Indian attorney contracts.

In any event, however, I feel that our review of the evidence presented in the subcommittee's hearings should be chiefly inspired

by our concern for the welfare of the Indians themselves. The questions to be asked are: How do the practices of these attorneys affect the Indians? Are they being victimized, deceived, and defrauded? Is the intervention of the Interior Department the only way unscrupulous legal practices can be controlled as they affect Indians?

There are, of course, other questions to be asked from the viewpoint of the Government and of the public welfare generally: Do the legal practices of the attorneys in question prejudice the proper protection of the Government's legitimate interests in regard to Indian claims? How do the standards and practices of these attorneys compare with the standards and practices of attorneys prosecuting other classes of claims against the Government?

The report of the majority of the subcommittee appears to be more especially concerned with answers to the questions dealing with standards of legal ethics and practice than with those dealing with the standard of service to the Indians themselves. While both categories of questions are clearly within the purview of the subcommittee, I believe the answers to the latter questions are the more important and deserve the greater emphasis.

The evidence gathered on the activities of Mr. James E. Curry certainly seem to indicate serious abuses. The Department of the Interior has appointed a committee to review the departmental records in regard to Mr. Curry's fitness to practice before the Bureau of Indian Affairs. An early report is anticipated. The evidence presented before the subcommittee strongly suggests that Mr. Curry has shown a lack of concern for accepted legal standards of practice and ethics. As the majority report suggests, the American Bar Association might very usefully review the record and pass its own judgment on this aspect of the situation. I certainly concur with the subcommittee's suggestion that the Attorney General, as the representative of the Government in the courts of the United States, likewise review the record with the view to calling this matter to the attention of the proper tribunals if the Attorney General finds evidence of improper conduct on the part of Mr. Curry. This, too, however, is a matter for consideration and decision by those in the executive and judicial branches of the Government.

From the legislative point of view and the viewpoint of the Interior Committee, it seems to me that our chief concern must remain the welfare of the Indians, and the evidence presented before our committee certainly lends itself to the conclusion that the Department of the Interior has adequate grounds for reviewing very closely Mr. Curry's contracts with the Indians in order to determine whether the best interests of the Indians are being served in all cases. This obligation is incumbent upon the Secretary of the Interior in any event, and the evidence before our committee indicates strongly that in a number of instances which came to the subcommittee's attention the interests of Mr. Curry were being served at the expense of the interests of the Indians.

I have also noted the evidence gathered by the subcommittee in regard to the complex legal arrangement of a large number of attorneys organized in a so-called joint efforts group under the terms of a joint efforts agreement. The evidence in the record consists almost exclusively of material taken from the records, files, and statements of one person whose records were made available through subpena.

There were no hearings on the questions raised by this evidence. Nevertheless, certain questions of far-reaching implication are raised, and I agree with a majority of the subcommittee that this phase of the investigation should be pursued in the next Congress so that a judgment can be passed, after careful and objective inquiry, on the practices involved in this so-called joint efforts agreement. Its propriety or lack of it cannot be determined, however, without further study and hearings to get the viewpoint of the attorneys involved in the joint efforts group.

Beyond these views I have only high praise for the conduct of the inquiry by the subcommittee chairman, Mr. Anderson, who was, in my view, at all times painstaking and scrupulous to get at the facts and to give a fair hearing to all those whose views were pertinent to the subcommittee's inquiry. Numerous hearings were held over a long period of time. Despite the urgent press of other tremendous legislative concerns in the last session, the problem of Indian contracts was given a study this subject has long demanded. A number of complaints had been registered against the manner in which the Bureau of Indian Affairs discharged the obligation incumbent upon it under the terms of the statute referred to. If the subcommittee's inquiry has helped to provide a forum for the investigation of these complaints and to point the way toward further study and investigation, it has, in this alone, served a most useful and constructive purpose, in the interests of the Indians and in the interests of sound government.

(Signed) HERBERT H. LEHMAN.

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