

BEFORE THE INDIAN CLAIMS COMMISSION

THE NORTHERN PAIUTE NATION AND THE LANDS)	
THEREOF, EX REL. WALTER VOORHEES, AVERY)	
WINNEMUCCA, MARK JONES, FRANK JOHN,)	
ANDREW BICK, DEWEY SAMPSON, HASTINGS)	
PANCHO, WILLIE STEVE, FRANK KAISER,)	
ALBERT ALECK, HARRY SAMPSON, ANN)	
DOWINGTON, ROSS HARDIN, OCHO WINNEMUCCA;)	
THE WALKER RIVER TRIBE OF THE WALKER RIVER)	
RESERVATION; THE PYRAMID LAKE TRIBE OF THE)	
PYRAMID LAKE RESERVATION; THE YERINGTON)	
PAIUTE TRIBE OF THE YERINGTON RESERVATION;)	
THE RENO-SPARKS INDIAN COLONY; THE PAIUTE)	
SHOSHONE TRIBES OF THE FALLOM RESERVATION;)	
THE FORT McDERMITT PAIUTE SHOSHONE TRIBE,)	
)	
Petitioners,)	
)	
v.)	Docket No. 87
)	
THE UNITED STATES OF AMERICA,)	
)	
Defendant.)	

Decided: June 14, 1962

FINDINGS OF FACT AND CONCLUSIONS

In this proceeding the petitioner is I. S. Weissbrodt, Attorney of Record for the three divisions of the Paiute Indian Tribes, plaintiffs in Docket No. 87. He seeks an order for the benefit of "Robert R. Nathan Associates," a corporation, directing that \$20,000 be paid out of the judgment entered in said docket number on the 3rd day of July, 1961, to the said corporation for expert services as economists and appraisers rendered said Northern Paiute Indians in helping to bring about said judgment (hereinafter said corporation shall be referred to as Nathan Associates). Now, therefore, the Commission enters the following Findings of Fact and Conclusions:

1. That on the 2nd day of July, 1959, Nathan Associates entered into an agreement with said Northern Paiute Indian tribes to serve them as expert witnesses and appraisers in the litigation of their claims as set

forth in Docket 87 before the Indian Claims Commission. Said Contract of employment is fully set forth in an addendum to said petition herein.

2. That said contract was duly approved by the Secretary of the Interior on the 18th day of September, 1959, in accordance with law, and said contract became effective as between said parties on the 1st day of July, 1959.

3. That said Nathan Associates have rendered and continue to render services to said Indian Tribes in accordance with said contract.

4. That with reference to compensation for said services and related matters, the said contract provides as follows:

2. In consideration of the premise and covenants made herein by Nathan Associates, the Tribes agree as follows:

A. For performing and completing the services herein undertaken for valuation of the Southernmost Area, Nathan Associates shall be entitled to receive and shall be paid out of any award, whether by settlement of judgment, made to the Southernmost Group on account of the taking by the United States of the said Southernmost Area the sum of seven thousand five hundred dollars (\$7,500.00).

B. For performing and completing the services herein undertaken for valuation of the Paviotso Area, Nathan Associates shall be entitled to receive and shall be paid out of any award, whether by settlement or judgment, made to the Paviotso Group on account of the taking by the United States of the said Paviotso Area the sum of twenty-two thousand five hundred dollars (\$22,500.00).

C. For performing and completing the services herein undertaken for valuation of the Northernmost Area, Nathan Associates shall be entitled to receive and shall be paid out of any award, whether by settlement or judgment, made to the Northernmost Group on account of the taking by the United States of the said Northernmost Area the sum of twenty thousand dollars (\$20,000.00).

D. In addition to the payments provided for in the foregoing paragraphs, A, B, and C, Nathan Associates, upon presentation of such appropriate vouchers and certifications as may be required, shall be entitled to receive and shall be paid out of the said award made for each said Area a sum equal to any part of the travel expenses incurred by Nathan Associates in the performance of the contract service attributable to the valuation of said Area which exceeds, for the Southernmost Group one thousand dollars (\$1,000.00), for the Paviotso Group one thousand and five hundred dollars (\$1,500.00), and for the Northernmost Group one thousand two hundred and fifty dollars (\$1,250.00). For the purpose of computing any sum to which Nathan Associates may become entitled under this subparagraph D, travel expenses shall include all actual expenses and costs reasonably and necessarily incurred while in travel status in the course of performance of duties under this contract, for transportation, fares, meals, hotels, lodging, tips and related travel costs.

E. In addition to the payments provided for in the foregoing subparagraphs A, B, and C, Nathan Associates, upon presentation of such appropriate vouchers and certifications as may be required, shall be entitled to receive and shall be paid out of the said award made for each said Area a sum equal to any part of the expenses incurred by Nathan Associates for materials and services as defined in this subparagraph E, in the performance of the contract services attributable to the valuation of said Area which exceed for the Southernmost Group one thousand dollars (\$1,000.00), for the Paviotso Group one thousand five hundred dollars (\$1,500.00), and for the Northernmost Group one thousand two hundred and fifty dollars (\$1,250.00). For the purpose of computing any sum to which Nathan Associates may become entitled under this subparagraph E, expenses for materials and services shall include cost of purchase of books, pamphlets, magazines, manuscripts, records, reports, maps and other publications and writings required in performance of this contract; and cost of microfilming, filming, photostating, multilithing, mimeographing, typing or otherwise duplicating documents, maps, publications and other writings and the valuation reports, and cost of rent of equipment and facilities for accomplishing said duplication and cost of cartographic and chart-drafting services, except that said expenses shall not include any salaries paid by Nathan Associates for services performed by any regularly employed personnel of Nathan Associates during regular office hours.

F. In addition to the payments provided for in the foregoing subparagraphs A, B, and C, Nathan Associates shall be entitled to receive and shall be paid out of each of said awards the sum of \$50.00 for each day that Robert T. Nathan, or any other qualified representative of Nathan Associates, is required in the performance of the contract services to be present at hearings before the Indian Claims Commission in excess of seven days.

G. Notwithstanding the provisions of the foregoing subparagraphs D, E, and F, it is agreed that in no event shall Nathan Associates be entitled to receive or be paid out of any one of the said awards an amount more than three thousand dollars (\$3,000.00) greater than the sum which Nathan Associates is entitled to receive and to be paid out of said award pursuant to the foregoing subparagraphs A, B, or C. Furthermore, it is agreed that Nathan Associates, in attributing its expenses incurred in the performance of the contract service to one or another subject Area, as provided in the foregoing subparagraphs, D and E, may use such formulas and procedures as it deems suitable, consistent with good accounting practice.

3. It is agreed that in the event that no award is made for one or more of the subject areas, Nathan Associates will not be entitled to receive and will not be paid any compensation for, or be reimbursed for expenses in connection with, services performed under this contract for the valuation of any such subject area.
4. It is agreed that no assignment of the obligations of this contract, in whole or in part, shall be made without the consent, previously obtained, of the Secretary of the Interior or his authorized representative.
5. It is agreed that no assignment or encumbrance of any interest of Nathan Associates in the compensation agreed to be paid by this contract shall be made without the approval of the Secretary of the Interior or his authorized representative. Any assignment of the obligations of this contract and/or any assignment or encumbrance of any interest in the compensation agreed to be paid, made in violation of the provisions of this contract, shall operate to terminate this contract and in such event no person having any interest in this contract or in the fee provided for therein shall be entitled to any compensation whatever for any services rendered to the date of termination of the contract.

6. Upon sixty days notice in writing to Nathan Associates, this contract may be terminated by the Secretary of the Interior or his authorized representative with the consent of the Tribes for cause deemed by the Secretary of the Interior or his authorized representative to be reasonable and satisfactory and, if the contract shall be so terminated, Nathan Associates shall be allowed to turn over to the Attorneys for the Tribes any and all documents or other evidentiary materials, maps, charts, tabulations, exhibits, and reports collected or prepared by it in the performance of the contract and, in the event that any award or awards thereafter are made for one or more of the subject areas, Nathan Associates shall be entitled to receive and to be paid out of said award or awards such compensation as the Indian Claims Commission, or other tribunal, shall determine just and equitable.
7. This contract shall be effective as of July 1, 1959, upon approval of this contract by the Secretary of the Interior or his authorized representative.
5. That the claims presented under paragraph 2-C of said contract and also referred to as "Area III" or the "Snake" tract, were settled in a compromise proceeding before this Commission for \$3,650,000; that final judgment has been duly entered for said amount in favor of said Paiute Indians. That monies have been appropriated to discharge said judgment, and said monies are now on deposit in the Treasury of the United States and to the credit of said petitioning Indians.
6. That pursuant to the terms of said contract of employment and Section 2103 as amended, and Section 2104 of the Revised Statutes of the United States (25 U.S.C. 81, 82), it appears that said Nathan Associates are entitled to present their claim for services and expenses to the Secretary of the Interior for payment and discharge; thereupon to be considered and acted on in accordance with existing law by said Secretary of the Interior.

7. That this Commission is without jurisdiction to entertain the claim and grant the relief prayed for by petitioner.

Arthur V. Watkins
Chief Commissioner

Wm. M. Holt
Associate Commissioner

T. Harold Scott
Associate Commissioner