

Prattsburg W. Va.

Mar. 25. 1949.

Dear Mr. Range.

I received this letter which you will find enclosed. I thought it better to send it on to you rather than to write & tell you. I see we have made some errors. Will you please advise me, just what we should do. or maybe you would like to have me bring our papers for you to go over it so that you can fully understand our claim. further more, I gave Mr. Merrill the written contract that was given to me to use as a sample that is commonly used. I believe you seen it when you were there at the Apr. 15, 1948 meeting. I am under the impression that you will have to call the meeting to make it legal. please to send the letter back as we may need it for another meeting.

Yours truly,
Mrs. M. W. Winder

New York Agency
Saratoga, New York
May 13, 1949

Mr. Milton Babcock

Saratoga, New York

Dear Mr. Babcock:

There is enclosed herewith in quintuplicate the contract executed on November 22, 1948 by and between yourself and Richard Grisjohn, duly authorized and acting for and on behalf of the Oneida Tribe of Indians of New York, and August Merrill, attorney, of Utica, New York.

I am enclosing also a copy of a letter received from the Commissioner of Indian Affairs, dated March 18, 1949, citing the reasons why this contract was not approved. As stated, the regulations governing the negotiations of attorney contracts specifies that the meeting called to consider such a contract be a general one, and be convoked by the Superintendent. The meetings of April 15 and August 6, 1948 do not comply with these regulations, nor was there a record made of the proceedings, and certified to by the Superintendent.

With regard to the contract itself, the Commissioner takes exception to the provisions of paragraphs two, four and six, and to the lack of justification for changes made in paragraph twelve. The seal of the United States District Court has not been affixed to the acknowledgment of the parties thereto.

There is enclosed a tentative form of attorney's contract for your information and guidance in the event you still desire to enter into a contract with Mr. Merrill. It will be noted that in order to negotiate a valid contract a general council of all the Oneida Indians in New York should be called by me, acting as Superintendent and that the other provisions of the regulations as well as the tentative form of contract be observed.

I am not able to identify Richard Grisjohn as a member of the Oneida Tribe of New York and believe that he is a Canadian. Is this correct?

I regret that great amount of other work, since I am now alone in the office, has prevented me from looking into the matter of your claim, since I had previously only a general knowledge of it.

Sincerely yours,

Howe M. Anderson, Acting Sup.