

**FILED - MQ**

April 22, 2008 2:02 PM

RONALD C. WESTON, SR., CLERK  
U.S. DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
BY: cam /

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

No.

**2:08-cr-18**

Robert H. Bell, Chief, U.S. District Judge

v.

Hon.

ROBERT CHARLES GENSCHOW, SR.,

Defendant.

**INDICTMENT**

The Grand Jury charges:

**COUNT ONE**  
**(Trees cut or injured)**

From on or about August 1, 2007 to on or about October 2, 2007, in Ontonagon County, in the Western District of Michigan, Northern Division, that is, at W1/2, NW 1/4 of Sec. 26, T53N, R38W, also known as the Ontonagon Reservation, Ontonagon, Michigan, which lands are held in trust by the United States for the Keweenaw Bay Indian Community,

**ROBERT CHARLES GENSCHOW, SR.,**

did unlawfully cut and wantonly injure and destroy, and did cause to be unlawfully cut and wantonly injured and destroyed, trees growing, standing, or being upon an Indian reservation, or lands belonging to or occupied by the Keweenaw Bay Indian Community under the authority of the United States.

18 U.S.C. § 1853

18 U.S.C. § 2(b)

**COUNT TWO**  
**(Theft of Tribal Property)**

From on or about August 1, 2007, to on or about October 2, 2007, in Ontonagon County, in the Western District of Michigan, Northern Division, that is, at W1/2, NW 1/4 of Sec. 26, T53N, R38W, also known as the Ontonagon Reservation, Ontonagon, Michigan, which lands are held in trust by the United States for the Keweenaw Bay Indian Community,

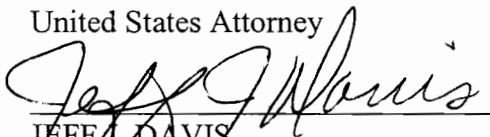
**ROBERT CHARLES GENSCHOW, SR.,**

did embezzle, steal, knowingly convert to his own use or the use of another, and willfully misapply property of an Indian tribe, with the value exceeding \$1000.

In particular, defendant entered into a contract with Jason Pollard Logging, LLC wherein Pollard Logging would be compensated with logs removed and from stumpage moneys obtained from the lands known as the Ontonagon Reservation, which are held in trust by the United States for the use and occupancy of the Keweenaw Bay Indian Community, which agreement was not authorized or approved by the tribal government. The defendant's improper actions (1) deprived the members of the tribe of moneys, funds, assets, and property; and (2) deprived the members of the tribe of the right to make decisions about how the moneys, funds, assets, and property were to be used. The trees and stumpage removed were valued at over \$1000.00.

**18 U.S.C. § 1163**

CHARLES R. GROSS  
United States Attorney

  
JEFF J. DAVIS  
Assistant United States Attorney

A TRUE BILL

GRAND JURY FOREPERSON