

BEFORE THE INDIAN CLAIMS COMMISSION

RED LAKE, PEMBINA AND WHITE EARTH)
 BANDS, ET AL.,)
)
 Petitioners,)
)
 v.)
)
 THE UNITED STATES,)
)
 Defendant.)

Docket No. 18-A

TURTLE MOUNTAIN BAND OF CHIPPEWA)
 INDIANS,)
)
 Petitioners,)
)
 v.)
)
 THE UNITED STATES,)
)
 Defendant.)

Docket No. 113

THE LITTLE SHELL BAND OF CHIPPEWA)
 INDIANS, ET AL.,)
)
 Petitioners,)
)
 v.)
)
 THE UNITED STATES,)
)
 Defendant.)

Docket No. 191

Decided: August 13, 1964

FINDINGS OF FACT ON ATTORNEYS' FEES

On July 29, 1964, a hearing was held before the Commission on the petitions for allowance of attorneys' fees in the above-entitled cases and submitted to the Commission, and the Commission having considered the entire record, including the various contracts of employment of

said attorneys and certain assignments of interests therein, makes the following findings of fact:

1. On April 24, 1964, in compliance with the decision of the Court of Claims, Appeal No. 7-62, this Commission entered an amended final award in these consolidated cases, Docket numbers 18-A, 113, and 191 which in pertinent part reads as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commission that the petitioners herein for and on behalf of and for the benefit of the Red Lake and Pembina Bands, as such bands were constituted and recognized by the United States at the time of the Treaty of October 2, 1863, do have and recover of and from the defendant the sum of \$2,034,889.56, said sum to be divided as follows:

- | | |
|--|----------------|
| (1) On behalf of and for the benefit
of the Red Lake Band | \$1,797,761.74 |
| (2) On behalf of and for the benefit
of the Pembina Band | 237, 127.82 |

Attorneys' Contracts in Docket 18-A

2. The first attorneys' contract with the Red Lake Band was Contract No. 42012 under date of February 13, 1948, between the General Council of the Red Lake Band of Chippewa Indians and Austin L. Lathers, Jay H. Hoag and Clarence G. Lindquist and said contract was approved by the Acting Commissioner of Indian Affairs on April 7, 1948 for a period of ten years. The foregoing contract relationship was continued by Contract No. 600, dated June 12, 1958, as amended, between the Red Lake Band of Chippewa Indians and Austin L. Lathers, Jay H. Hoag and Clarence G. Lindquist, and was approved by the Assistant Commissioner of Indian Affairs on December 30, 1958 for a period of ten years from February 13, 1958.

3. The first attorneys' contract entered into on behalf of the Pembina Band of Chippewa Indians was Contract No. 42223 executed June 21, 1949 between Rossette Villebran and Eugene Brisbois, acting for and on behalf of the Pembina Band of Chippewa Indians, and attorneys H. J. Grannis, Austin L. Lathers, Jay H. Hoag and Clarence G. Lindquist, approved October 19, 1949 by the Assistant Commissioner of Indian Affairs for a period of ten years from October 19, 1949. The foregoing relationship was continued by Contract No. 909, dated June 3, 1960, as amended, between Willie LaFrinies and Jean Strandemo, acting for and on behalf of Pembina Band of Chippewa Indians, and attorneys Clarence G. Lindquist, Jay H. Hoag, Edward L. Gruber and Rodney J. Edwards, duly approved by the Deputy Solicitor of the Department of the Interior on May 16, 1961, for a term of ten years from October 19, 1959.

4. All contracts above described provide for the payment of attorneys' fees in an amount not exceeding ten per centum of the sum or sums recovered or procured through the attorneys efforts for said Indians, but wholly contingent upon recovery.

5. Assignments of Interests in Attorneys' Contracts in Docket 18-A

(a) An agreement dated November 18, 1949, and approved January 27, 1950, by the Assistant Commissioner of Indian Affairs, executed by the persons named below, provided for assignments of interests in Contracts Nos. 42012 and 42223, identified above, and any renewals of those contracts:

G. Arthur Johnson
Rodney J. Edwards
Herschel B. Fryberger, Jr.
Paul L. Adams
H. J. Grannis
Jay H. Hoag
Preston Boyden
Patrick A. Burke

Verne R. Edwards
Ward Winton
E. L. Gruber
James J. Fenlon
Austin L. Lathers
Clarence G. Lindquist
George E. McGrath

The body of the agreement dated November 18, 1949, lists "Thomas L. St. Germain Heirs" as one of the parties, but none of such heirs executed the agreement and it is not effective as to them.

(b) By assignment dated April 18, 1950 and approved July 13, 1950 by the Commissioner of Indian Affairs, Austin L. Lathers, Jay H. Hoag and Clarence G. Lindquist assigned an interest in Contracts Nos. 42012 and 42223 to Denis McGinn and James R. Fitzharris.

(c) By assignment dated May 22, 1961, duly approved by the authorized officials of the Department of the Interior on December 22, 1962, the said Austin L. Lathers, Jay H. Hoag, Rodney J. Edwards and Clarence G. Lindquist, the contract attorneys under Contracts Nos. 42012 and 42223, as extended, assigned to Marvin J. Sonosky, attorney, ten percent of the fees allowed and paid in Docket 18-A.

(d) By assignment dated July 12, 1954 and approved by the Deputy Commissioner of Indian Affairs on June 5, 1958, Austin L. Lathers, Jay H. Hoag and Clarence G. Lindquist assigned an interest in Contracts Nos. 42012 and 42223 to Ward Winton and Warren Winton.

(e) An agreement approved with reference to Contract No. 42012 on August 31, 1955, and with reference to Contract No. 42223 on April 17, 1956, executed by Austin L. Lathers, Jay H. Hoag, Clarence G. Lindquist

and Henry C. Oakey, provided for assignments of an interest in Contracts Nos. 42012 and 42223 and any renewals of those contracts to Henry C. Oakey.

(f) By assignment dated May 28, 1956, and approved June 30, 1958 by the Deputy Commissioner of Indian Affairs, Preston Boyden and George E. McGrath assigned part of their interest in Contracts Nos. 42012 and 42223 to Denis McGinn and James R. Fitzharris.

6. The following attorneys named on the four contracts identified above and those having an assigned interest therein are deceased:

(a) Henry J. Grannis, named as attorney in Contract No. 42223, died testate June 24, 1956, a resident of St. Louis County, Minnesota. By the final decree entered in the Probate Court of St. Louis County, Minnesota, his interest in the fees in Docket 18-A passed to Margaret Grannis Gaylord, Lawrence C. Grannis and Frank H. Grannis.

(b) Edward L. Gruber (E. L. Gruber) named as attorney in Contract No. 909, died testate September 11, 1960, a resident of St. Louis County, Minnesota. Mabel L. Gruber is the duly appointed qualified and acting executrix by the Probate Court of St. Louis County, Minnesota.

(c) Clarence G. Lindquist, named as attorney in all four contracts identified above, died testate on April 11, 1964, a resident of St. Louis County, Minnesota. A. Blake MacDonald was appointed the executor by the Probate Court of St. Louis County, Minnesota, and is now the duly appointed and acting executor of said estate.

(d) Verne R. Edwards, one of the parties to the agreement of November 18, 1949, died testate, a resident of Douglas County, Wisconsin.

Rodney J. Edwards is the duly appointed qualified and acting executor of decedent's estate by the County Court of Douglas County, Wisconsin.

(e) Denis McGinn, named in the assignment of April 18, 1950 and the assignment of May 28, 1956, died testate, a resident of Escanaba, Michigan. Catherine McGinn is the duly appointed, qualified and acting executrix of decedent's estate by the Probate Court of Delta County, Michigan.

7. Attorneys' contract in Docket No. 113

The initial contract entered into on behalf of the Turtle Mountain Band of Chippewa Indians of North Dakota was Contract No. 42198 dated May 25, 1949, between certain named members of the Turtle Mountain Advisory Committee of the Turtle Mountain Band of Chippewa Indians of North Dakota, acting for and on behalf of the Turtle Mountain Band of Chippewa Indians in North Dakota, and attorneys John A. Stormon, J. Howard Stormon, Francis M. Goodwin and Ernest L. Wilkinson, approved October 18, 1949 by the Assistant Commissioner of Indian Affairs for a period of ten years from October 18, 1949. The contract provides for the payment of fees not exceeding ten percent of the amount recovered. On June 25, 1958, the said Ernest L. Wilkinson assigned his interest in aforesaid contract to the law firm of Wilkinson, Cragun and Barker and said assignment was approved by the Assistant Commissioner of Indian Affairs on October 30, 1958. The foregoing contract relationship was continued by an amended contract signed under date of July 6 and 9, 1959, between the Turtle Mountain Band of Chippewa Indians of North Dakota and

John A. Stormon, J. Howard Stormon, Francis M. Goodwin and the law firm of Wilkinson, Cragun and Barker, approved by the Commissioner of Indian Affairs on August 14, 1959 for a period of ten years from August 14, 1959.

The said Francis M. Goodwin died May 20, 1962, a resident of the District of Columbia, and the Commission has been advised by other counsel in Docket No. 113 that Margaret Goodwin Williams is the duly appointed and acting executrix of the estate of Francis M. Goodwin, deceased.

8. Attorneys' Contract in Docket No. 191

The contract entered into on behalf of the Little Shell Band of Chippewa Indians is Contract No. 371 dated February 18, 1956, between Joseph H. Dussome, President, Elizabeth Swan, Acting Secretary, and District Representatives, acting for and on behalf of the Little Shell Band of the Turtle Mountain Band of Chippewa Indians, now residing in the State of Montana, and attorney Lawrence C. Mills, approved by the Acting Commissioner of Indian Affairs on November 15, 1956, for a period of ten years from February 18, 1956. The contract provides for the payment of fees of ten per centum of any and all sums recovered for said Indians.

9. The Tribal Council of the Red Lake Band of Chippewa Indians at a regular meeting held February 11, 1964, by resolution unanimously adopted, approved the allowance of an attorneys' fee of ten percent of the award made for the benefit of that band.

10. In view of the services rendered by the attorneys in the subject cases, the long period said cases have been in litigation, the results obtained and in accordance with standards obtaining for prosecuting similar claims in courts of law, the Commission finds that the said attorneys are entitled to receive the full ten percent of the awards as provided in Section 15 of the Indian Claims Commission Act and their respective attorneys' contracts.

11. The Commission finds that the sum of \$179,776.17 being ten percent of the award made "on behalf of and for the benefit of the Red Lake Band" be awarded as attorneys' fees to the following:

Austin L. Lathers; Jay H. Hoag; Marvin J. Sonosky; G. Arthur Johnson; Rodney J. Edwards; Ward Winton; Warren Winton; Herschel B. Fryberger, Jr.; Paul L. Adams; James J. Fenlon; Preston Boyden; George E. McGrath; Patrick A. Burke; James R. Fitzharris; Henry C. Oakey; A. Blake MacDonald, executor of the estate of Clarence G. Lindquist, deceased; Rodney J. Edwards, executor of the estate of Verne R. Edwards, deceased; Mabel L. Gruber, executrix of the estate of Edward L. Gruber, deceased; Margaret Grannis Gaylord, Lawrence C. Grannis and Frank H. Grannis, legatees and devisees of the estate of Henry J. Grannis (H. J. Grannis), deceased, and Catherine McGinn, executrix of the estate of Denis McGinn, deceased.

12. The Commission finds that the sum of \$23,712.78, being ten percent of the award made "on behalf of and for the benefit of the Pembina Band" be awarded as attorneys' fees to the following:

Austin L. Lathers; Jay H. Hoag; Marvin J. Sonosky; G. Arthur Johnson; Rodney J. Edwards; Ward Winton; Warren Winton; Herschel B. Fryberger, Jr.; Paul L. Adams; James J. Fenlon; Preston Boyden; George E. McGrath; Patrick A. Burke; James R. Fitzharris; Henry C. Oakey; A. Blake MacDonald, executor of the estate of Clarence G. Lindquist, deceased; Rodney J. Edwards, executor of the estate of Verne R. Edwards, deceased; Mabel L. Gruber, executrix of the estate of Edward L. Gruber, deceased; Margaret Grannis Gaylord, Lawrence C. Grannis and Frank H. Grannis, legatees and devisees of the estate of Henry J. Grannis (H. J. Grannis), deceased, and Catherine McGinn, executrix of the estate of Denis McGinn, deceased; John A. Stormon, J. Howard Stormon, the law firm of Wilkinson, Cragun and Barker, Margaret Goodwin Williams, executrix of the estate of Francis M. Goodwin, deceased, and Lawrence C. Mills.

Arthur V. Watkins
Chief Commissioner

Wm. M. Holt
Associate Commissioner

T. Harold Scott
Associate Commissioner