

BEFORE THE INDIAN CLAIMS COMMISSION

THE KICKAPOO TRIBE OF KANSAS,	)	
THE KICKAPOO TRIBE OF OKLAHOMA,	)	
	)	
Petitioners,	)	
	)	
v.	)	Docket No. 145
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

ORDER ALLOWING ATTORNEY FEES AND ATTORNEYS'  
REIMBURSABLE EXPENSES

Upon consideration of the petition for an award of attorneys' fees and expenses for the attorneys filed herein on August 31, 1966, the defendant having had notice thereof and not objecting thereto, and after a hearing before the Commission held on February 10, 1967, at which all interested parties were present or represented by counsel, the Commission finds that the attorneys' services were rendered under contracts with both the Kickapoo Tribe of Kansas and the Kickapoo Tribe of Oklahoma.

The original contract with the Kickapoo Tribe of Kansas, dated September 4, 1948, was made with the law firm of Pam, Hurd and Reichmann and was approved by the Assistant Commissioner of Indian Affairs on March 10, 1949; that under an assignment of interest approved by the Commissioner of Indian Affairs on June 14, 1950, all right, title and interest of the law firm of Pam, Hurd and Reichmann in said contract was assigned to the law firm of Harrison, Thomas, Spangenberg and Hull. The aforesaid contract was extended by the Assistant Commissioner of Indian Affairs on March 19, 1959 to March 10, 1964. A new contract, dated

December 20, 1964, and approved under the authority of the Secretary of the Interior on April 9, 1965, and to be effective as of March 10, 1964 and continue for five years from such date, was made between the Kickapoo Tribe of Kansas and the law firm of Harrison, Thomas, Spangenberg and Hull, with William K. Thomas as administrator of the estate of Marvin C. Harrison, deceased, having a pecuniary interest in any reimbursement of expense and fees on behalf of the estate of Harrison. Both of aforesaid contracts provide that the compensation of the attorneys shall be ten per centum (10%) of any and all sums recovered for said Indians plus reasonable expenses incurred in the prosecution of the claims.

The original contract with the Kickapoo Tribe of Oklahoma, dated August 14, 1948, was made with the law firm of Dempsey, Mills and Casey, for a period of ten years from date of approval and was approved by the Acting Commissioner of Indian Affairs on December 24, 1948. By a stipulation and agreement approved on August 14, 1951, by the Commissioner of Indian Affairs, all right, title and interest of the law firm of Dempsey, Mills and Casey in said contract was assigned to the law firm of Harrison, Thomas, Spangenberg and Hull. The aforesaid contract was extended on July 5, 1958 by the Assistant Commissioner of Indian Affairs to December 24, 1963. A new contract dated December 20, 1964, approved under the authority of the Secretary of the Interior on April 8, 1965, was made between the Kickapoo Tribe of Oklahoma and the law firm of Harrison, Thomas, Spangenberg and Hull, with William K. Thomas as administrator of the estate of Marvin C. Harrison, deceased, having a pecuniary interest in any reimbursement of expense and fees on behalf of the estate of

Harrison. Both of these contracts also provide that compensation of the attorneys shall be ten per centum (10%) of any and all sums recovered for said Indians plus reasonable expenses incurred in the prosecution of the claims.

The Commission further finds that pursuant to the aforesaid contracts of employment, as extended, the attorneys prepared and filed an accounting claim on behalf of the Kickapoo Tribe of Kansas and the Kickapoo Tribe of Oklahoma against the United States; that on April 21, 1966, a final judgment was entered in the above-entitled case, adjudging that the petitioners, the Kickapoo Tribe of Kansas and the Kickapoo Tribe of Oklahoma, should recover the sum of \$11,511.53.

The Commission further finds that the attorneys for petitioners are entitled to ten percentum (10%) of \$11,511.53, or \$1,151.15, as provided in their contracts of employment.

The Commission further finds that the claimed expenses in the amount of \$88.49 were incurred by said attorneys in the prosecution of the claim, which expenses were reasonable and proper.

IT IS THEREFORE ORDERED AND ADJUDGED that the said law firm of Harrison, Thomas, Spangenberg and Hull of Cleveland, Ohio, and William K. Thomas, as Administrator of the estate of Marvin C. Harrison, deceased, be, and they are hereby allowed the sum of \$1,151.15 as attorneys' fees and \$88.49 as reimbursable expenses, which sums shall be in full compensation for legal services rendered the petitioners and expenses incurred in the prosecution of their claim against the United States

in this case; that said sums shall be paid out of the appropriation which the Congress of the United States has or may hereafter make to satisfy the final judgment made by the Commission on April 21, 1966.

Dated at Washington, D. C., this 14th day of February, 1967.

Arthur V. Watkins  
Chief Commissioner

Wm. M. Holt  
Associate Commissioner

T. Harold Scott  
Associate Commissioner