

BEFORE THE INDIAN CLAIMS COMMISSION

THE HUALAPAI TRIBE OF THE HUALAPAI	)	
RESERVATION, ARIZONA,	)	
	)	
Petitioner,	)	
	)	
v.	)	Docket Nos. 90 and 122
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

ORDER ALLOWING ATTORNEYS' FEES

Upon consideration of the petition for allowance of attorneys' fees filed herein on September 5, 1968, on behalf of the law firms of Marks & Marks and Strasser, Spiegelberg, Fried, Frank & Kampelman, counsel for the Hualapai Tribe, and the defendant having been served with copies of said petition in accordance with Rule 34b(b) and not objecting thereto, the Commission finds as follows:

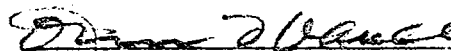
- (1) On June 18, 1968, the Commission entered judgment in the above-entitled cases in the amount of \$2,950,000. In accordance with a Stipulation between the parties, the Commission's judgment became final on the day it was entered, "all parties hereby waiving any and all rights to appeal from or otherwise seek review of such final determination," so no further proceedings are required to terminate the issues involved in these dockets except for the award of attorneys' fees.
- (2) The attorneys' services herein have been rendered under a contract originally entered into between the Hualapai Tribe of Indians and the law firm of Marks & Marks of Phoenix, Arizona. Said contract was approved by the Commissioner of Indian Affairs on April 20, 1949, under Symbol I-1-ind. 42183, and was recorded in Volume 16, page 38, Miscellaneous Records of the Department of the Interior. By duly executed and approved amendments, the term of the attorneys' contract, which originally expired on December 31, 1954, was extended first to December 31, 1959, and subsequently to December 31, 1969.
- (3) By amendment to the Attorneys' contract, effective as of January 1, 1957, and approved by the Commissioner of Indian Affairs on July 10, 1958, as modified by a further amendment, effective as of January 1, 1965, and approved by the Commissioner on January 28, 1966, the law firm of Strasser, Spiegelberg, Fried, Frank & Kampelman of Washington, D. C., became associated with Marks & Marks as claims counsel for the Hualapai Tribe.

(4) Under Paragraph 4 of the attorneys' contract, the Hualapai Tribe agreed to pay the attorneys for their services "a sum equivalent to ten (10%) percent of the amount recovered in money" in any and all claims presented by counsel on behalf of the Tribe to the Indian Claims Commission.

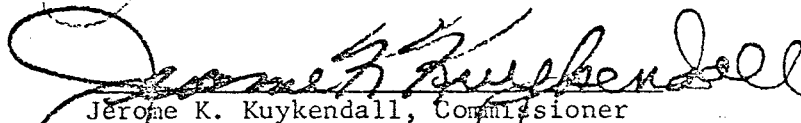
(5) As evidenced by the entire record before the Commission, the attorneys have faithfully rendered valuable legal services to the Hualapai Tribe in the successful prosecution of its claims, and, accordingly they are entitled to the attorneys' fees requested in their petition.

IT IS THEREFORE ORDERED that, out of the final judgment of \$2,950,000 entered herein by the Commission on June 18, 1968, the law firms of Marks & Marks and Strasser, Spiegelberg, Fried, Frank & Kampelman be and they are hereby awarded the sum of \$295,000 for professional services rendered in the successful prosecution of the Hualapai claims.

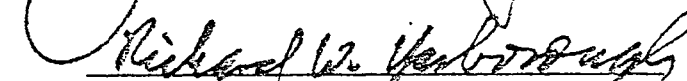
Dated at Washington, D. C., this 18<sup>th</sup> day of October, 1968.



John T. Vance, Chairman



Jerome K. Kuykendall, Commissioner



Richard W. Yarborough, Commissioner