

BEFORE THE INDIAN CLAIMS COMMISSION

THE HAVASUPAI TRIBE OF THE)
 HAVASUPAI RESERVATION,)
 ARIZONA,)
)
 Plaintiff,)
)
 v.)
)
 THE UNITED STATES OF AMERICA,)
)
 Defendant.)

Docket No. 91

ORDER ALLOWING ATTORNEYS' FEES
AND REIMBURSABLE EXPENSES

HAVING CONSIDERED the petition for allowance of attorneys' fees and expenses filed on August 28, 1969, by Royal D. Marks of the law firm of Marks and Marks, the attorney of record for the above-named plaintiff, in behalf of himself and all other attorneys having an interest in the litigation herein, the defendant's response to the petition filed on November 3, 1969, the amended petition for allowance of attorneys' fees and expenses filed on November 7, 1969, by the same attorney of record in behalf of the same attorneys, the defendant's letters of November 28 and December 12, 1969, to the deputy clerk of the Commission in response to the amended petition, the contracts under which the attorneys served the said plaintiff, and the remainder of the record herein, the Commission finds as follows:

1. On August 6, 1969, in consonance with an approved compromise settlement between the parties, the Commission entered a final judgment herein in the amount of \$1,240,000.00 in favor of the Havasupai Tribe (21 Ind. Cl. Comm. 324, 341). Funds to satisfy the judgment were appropriated by the Act of December 26, 1969 (83 Stat. 447).

2. The attorneys' services in behalf of the plaintiff were rendered under a contract originally entered into on April 13, 1949, between the Havasupai Tribe and the law firm of Marks and Marks of Phoenix, Arizona (Barnett E. and Royal D. Marks). Said contract, assigned Symbol I-1-ind. No. 42184, was approved on July 5, 1949, and had a specified term for the period beginning January 1, 1949, and ending December 31, 1954. By an agreement dated March 8, 1958, assigned Symbol 14-20-650 Contract No. 544, approved on June 6, 1958, the contract

was extended for the period beginning January 1, 1955, and ending December 31, 1964. Under an agreement dated December 12, 1964, approved on February 5, 1965, the contract was further extended for the period beginning January 1, 1965, and ending December 31, 1970.

3. An assignment by the law firm of Marks and Marks of a 25 percent interest in any fee received under the contract to the joint efforts group represented by the law firm of Riegelman, Strasser, Schwartz and Spiegelberg (now Strasser, Spiegelberg, Fried, Frank & Kampelman) was approved on November 17, 1950.

4. Under paragraph 4 of the attorneys' contract, the Havasupai Tribe agreed to pay the attorneys for their services a sum equivalent to 10 percent of the amount recovered in money in any and all claims presented by the attorneys on behalf of the tribe before the Indian Claims Commission. The contract also provides, in paragraph 5 thereof, that the attorneys shall be reimbursed for such expenses as they incurred reasonably necessary to the proper performance of the services required of them.

5. In his original and amended petitions the attorney of record requests the allowance of attorneys' fees in the amount of \$124,000.00, 10 percent of the aforementioned final judgment. In its responses to those petitions the defendant advised that neither it nor the Bureau of Indian Affairs has any objection to the amount of the requested fee.

6. The attorneys have rendered valuable legal services to the Havasupai Tribe in the successful prosecution of its claims herein and they are entitled under the terms of their contract to an award of fees in the amount of \$124,000.00.

7. The amended petition by the attorney of record accounts for unreimbursed expenses totaling \$7,648.21 incurred herein by the law firm of Marks and Marks in the prosecution of the claims of the Havasupai Tribe. In its response of December 12, 1969, to the amended petition, the defendant advised that it has no criticism of the expense items claimed therein and that the Bureau of Indian Affairs is satisfied with them. All of the expenses included in the total of \$7,648.21 are reasonable and properly reimbursable out of the judgment money resulting from the aforementioned final judgment.

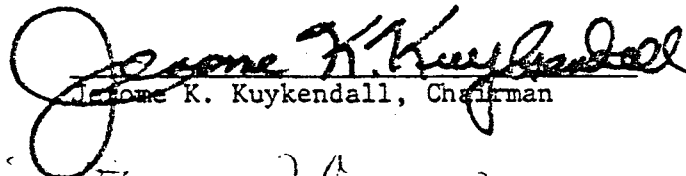
8. The deputy clerk of the Commission advised the Chairman of the Havasupai Tribal Council, in a letter dated November 12, 1969, of the filing of the aforementioned petitions for allowance of attorneys' fees and expenses. The letter enclosed copies of the petitions for review and consideration by the Chairman and the Tribal Council and requested that the Commission be furnished with any comments or information on the petitions that the Chairman or the Council considered that the Commission should have before acting on the petitions. There was no response to this communication.

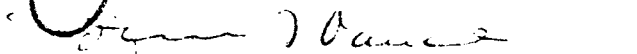
IT IS THEREFORE ORDERED that out of the judgment money resulting from the final judgment entered herein on August 6, 1969, there shall


be disbursed to the law firm of Marks and Marks of Phoenix, Arizona, the sum of \$124,000.00 as payment in full of the attorneys' fees owed for the services rendered herein by the attorneys for the plaintiff.

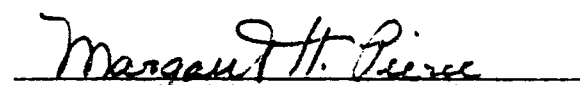
IT IS FURTHER ORDERED that out of the aforementioned judgment money there shall be disbursed to the law firm of Marks and Marks of Phoenix, Arizona, the sum of \$7,648.21 as payment in full for the unreimbursed expenses incurred herein by the said firm.


Dated at Washington, D. C., this 25th day of February, 1970.


Jerome K. Kuykendall, Chairman


John T. Vance, Commissioner


Richard W. Farborough, Commissioner


Margaret H. Pierce, Commissioner


Brantley Blue, Commissioner