

BEFORE THE INDIAN CLAIMS COMMISSION

THE KICKAPOO TRIBE OF OKLAHOMA,)	
)	
Plaintiff,)	
)	
v.)	Docket No. 318
)	
THE UNITED STATES OF AMERICA,)	
)	
Defendant.)	

ORDER ALLOWING ATTORNEYS' FEE

HAVING CONSIDERED the petition for allowance of attorneys' fee filed on December 10, 1969, for the law firm of Harrison, Thomas, Spangenberg & Hull by Allan Hull, Esquire, a member of said firm and the attorney of record herein for the above named plaintiff, the response of the defendant, dated February 16, 1970, the contracts under which the attorneys served the said plaintiff, and the remainder of the record herein, the Commission finds as follows:

1. On June 11, 1969, in consonance with an approved compromise settlement between the parties, the Commission entered a final judgment herein in the amount of \$273,250.00 in favor of The Kickapoo Tribe of Oklahoma (21 Ind. Cl. Comm. 39, 49). Funds to satisfy the judgment were appropriated by the Act of December 26, 1969 (83 Stat. 447). The petition by the attorney of record requests allowance of an attorneys' fee of \$27,325.00, ten percent of the final judgment.

2. The attorneys' services in behalf of the plaintiff were rendered initially under contract No. I-1-ind. 42128, dated August 14, 1948, between The Kickapoo Tribe of Oklahoma and the law firm of Dempsey, Mills and Casey. This contract was approved on December 24, 1948, and had a specified term of ten years commencing with its date of approval. In accordance with a stipulation and agreement, dated April 20, 1951, between the law firm of Harrison, Thomas, Spangenberg & Hull and the law firm of Dempsey, Mills and Casey, all rights of the latter under the said contract were assigned to Harrison, Thomas, Spangenberg & Hull who accepted such assignment and assumed the attorneys' obligations under the contract. The said stipulation and agreement was approved on August 14, 1951. An extension of contract No. I-1-ind. 42128 for a period of five years beginning December 24, 1958, was approved on June 5, 1958. On December 20, 1964, The Kickapoo Tribe of Oklahoma and the firm of Harrison, Thomas, Spangenberg & Hull entered into a new contract numbered 14-20-0200-1899. This contract

was approved on April 8, 1965, and had a specified term of five years beginning December 27, 1963. An extension of the contract for a period of ten years beginning December 28, 1968, was approved on May 28, 1969.

3. Both of the aforementioned contracts provide that the compensation of the attorneys for services rendered thereunder shall be ten percent of any and all sums recovered for the tribe.

4. In its response to the petition for allowance of attorneys' fee the defendant referred to an enclosed copy of a letter dated January 29, 1970, from the Associate Solicitor of the Department of the Interior and an accompanying memorandum of January 20, 1970, from the Acting Commissioner of the Bureau of Indian Affairs and indicated that the Department of Justice takes no position as to the amount claimed for the attorneys' fee. The letter from the Associate Solicitor indicated that the Department of the Interior was advised by the memorandum from the Acting Commissioner of Indian Affairs that the Bureau of Indian Affairs has no objection to the allowance of fees in the amount of \$27,325.00 since this sum is ten percent of the award made to the Indians and the applicable claims attorney contracts provide that the attorneys' compensation shall be ten percent of any and all sums recovered for the Indians and expressed concurrence with this advice.

5. Notice of the filing of the petition for allowance of attorneys' fee, which enclosed a copy of the petition, was duly sent to the Chairman of the Tribal Council of The Kickapoo Tribe of Oklahoma on December 10, 1969. No response to the notice was received.

6. The attorneys have rendered valuable legal services to The Kickapoo Tribe of Oklahoma in the successful prosecution of its cause herein and they are entitled under the terms of their contract to an award of fees in the amount of \$27,325.00.

IT IS THEREFORE ORDERED that out of the judgment money resulting from the final judgment entered herein on June 11, 1969, there shall be disbursed to the law firm of Harrison, Thomas, Spangenberg & Hull the sum of \$27,325.00 as payment in full of the attorneys' fee owed for the services rendered herein by the attorneys for The Kickapoo Tribe of Oklahoma.

Dated at Washington, D. C., this 4th day of March, 1970.

Jerome K. Kuykendall, Chairman

Margaret H. Pierce
Margaret H. Pierce, Commissioner

John T. Vance
John T. Vance, Commissioner

Brantley Blue
Brantley Blue, Commissioner

Richard W. Yarbrough
Richard W. Yarbrough, Commissioner