

## BEFORE THE INDIAN CLAIMS COMMISSION

THE KICKAPOO TRIBE OF KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. 317
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

ORDER ALLOWING ATTORNEYS' FEE

HAVING CONSIDERED the petition for allowance of attorneys' fee filed on November 16, 1970, for the law firm of Harrison, Thomas, Spangenberg & Hull, by Allan Hull, Esquire, a partner in the firm and attorney of record for the Kickapoo Tribe of Kansas; the contracts under which the attorneys served the said plaintiff; the response of the defendant filed on January 27, 1971; and the remainder of the record herein, the Commission finds as follows:

1. On February 11, 1970, the Commission entered a final award in this docket in favor of the plaintiff in the amount of \$340,250.00 (22 Ind. Cl. Comm. 443). Funds to satisfy the award were appropriated by the Act of July 6, 1970 (84 Stat. 376). The petition by the attorney of record requests the allowance of an attorneys' fee of \$34,025.00, comprising ten percent of the final award.

2. The representation of the Kickapoo Tribe of Kansas in this docket was under two contracts. The first was contract No. I-1-ind. 42141 that the tribe entered into on September 4, 1948, with the law firm of Pam, Hurd & Reichmann (now Schiff, Hardin, Waite, Dorschel & Britton). This contract was approved on March 10, 1949, and had a specified initial term of 10 years beginning with its approval date. By a stipulation and agreement, dated April 8, 1950, to which the Kickapoo Tribe of Kansas, the law firm of Harrison, Thomas, Spangenberg & Hull, and the law firm of Pam, Hurd & Reichmann were parties, all rights of the latter firm under contract No. I-1-ind. 42141 were assigned to Harrison, Thomas, Spangenberg & Hull who accepted such assignment and assumed the attorneys' obligations under the contract. The said assignment was approved on June 14, 1950. An extension of contract No. I-1-ind. 42141 for a period of 5 years beginning on March 10, 1959, was approved on March 19, 1959. On December 20, 1964, the Kickapoo Tribe of Kansas and the firm of Harrison, Thomas, Spangenberg & Hull entered into a new contract numbered 14-20-0200-1900. This contract was approved on April 9, 1965, and had a specified initial term of 5

years commencing on March 10, 1964. An extension of this contract for an additional period of 10 years was approved on June 24, 1969.

3. Both of the aforementioned contracts provide that the compensation of the attorneys for services rendered shall be 10 percent of any and all sums recovered for the Indians.

4. The law firm of Schiff Hardin Waite Dorschel & Britton, successor to the firm of Pam, Hurd & Reichmann, and the law firm of Mills and Garrett, successor to the firm of Dempsey, Mills and Casey that was formerly claims counsel for the Kickapoo Tribe of Oklahoma, have disclaimed any interest in fees due for legal services rendered in this case (22 Ind. Cl. Comm. 466, 467).

5. The defendant's response to the petition by the attorney of record reads in part as follows:

"The defendant responds as follows to the petition for the allowance of attorney's fee filed on November 16, 1970.

"In its letter of January 18, 1971, and its enclosure (copy of each attached), the Department of the Interior states that the requested fee is in accordance with the terms of the attorney contracts and concluded that there is no objection to allowance of the fee.

"Accordingly, defendant interposes no objection to the allowance of attorney's fee in the sum of \$34,025."

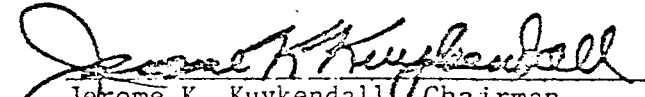
6. A notice of the filing of the petition for allowance of attorneys' fee was duly sent on November 18, 1970, to the Chairman of the Kickapoo Tribe of Kansas. No response to the notice has been received.

7. The attorneys have rendered valuable legal services to their client in the successful prosecution of the Kickapoo claims asserted herein, and they are entitled under the terms of the aforementioned contracts to the requested fee of \$34,025.00.

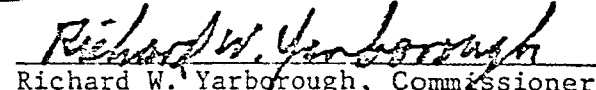
IT IS THEREFORE ORDERED that out of the funds appropriated to pay the final award entered in this docket on February 11, 1970, there shall

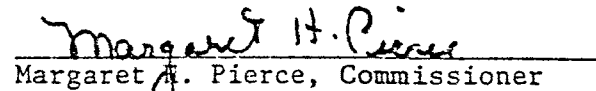
be disbursed to the law firm of Harrison, Thomas, Spangenberg & Hull the sum of \$34,025.00 as payment in full of the attorneys' fee owed for legal services rendered herein for the Kickapoo plaintiff.

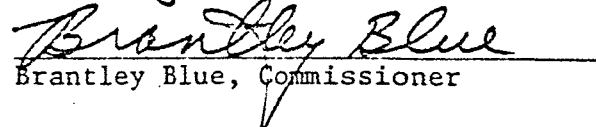
Dated at Washington, D. C., this 10<sup>th</sup> day of February 1971.

  
Jerome K. Kuykendall, Chairman

  
John T. Vance, Commissioner

  
Richard W. Yarborough, Commissioner

  
Margaret H. Pierce, Commissioner

  
Brantley Blue, Commissioner