

BEFORE THE INDIAN CLAIMS COMMISSION

THE KICKAPOO TRIBE OF KANSAS,)	
THE KICKAPOO TRIBE OF OKLAHOMA, ET AL.,)	
)	
Plaintiffs,)	
)	
v.)	Docket No. 316-A
)	
THE UNITED STATES OF AMERICA,)	
)	
Defendant.)	

ORDER ALLOWING ATTORNEYS' FEE

HAVING CONSIDERED the application for allowance of attorneys' fees filed on November 16, 1970, for the law firm of Harrison, Thomas, Spangenberg & Hull by Allen Hull, attorney of record for the above-named plaintiffs in Docket No. 316-A; the defendant's response to such application, received on January 18, 1971; and the remainder of the record herein, the Commission finds as follows:

1. Award. On September 24, 1970, the Commission entered a final award in this docket in the amount of \$125,209.61 in favor of the Kickapoo Tribe of Kansas and the Kickapoo Tribe of Oklahoma (2³ Ind. Cl. Comm. 509).

2. Contractural Authority. This claim was prosecuted under various contracts. Contract No. I-1-ind. 42128 dated August 14, 1948, between the Kickapoo Tribe of Oklahoma and the law firm of Dempsey, Mills & Casey was approved by the Acting Commissioner of Indian Affairs on December 24, 1948, for 10 years beginning with the date of approval.

By an agreement dated April 20, 1951, and approved on August 14, 1951, between the Kickapoo Tribe of Oklahoma and the law firms of Dempsey, Mills & Casey and Harrison, Thomas, Spangenberg & Hull, all rights and obligations under Contract No. I-1-ind. 42128 were assigned to the latter law firm.

An extension of Contract No. I-1-ind. 42128 for 5 years beginning December 24, 1958, was approved on June 5, 1958.

Contract No. 14-20-0200-1899 dated December 20, 1964, between the Kickapoo Tribe of Oklahoma and Harrison, Thomas, Spangenberg & Hull was approved on April 8, 1965, for 5 years beginning December 27, 1963. An extension of this contract for 10 years beginning December 28, 1968, was approved on May 28, 1969.

Contract No. I-1-ind. 42141 dated September 4, 1948, between the Kickapoo Tribe of Kansas and the law firm of Pam, Hurd & Reichmann was approved by the Assistant Commissioner of Indian Affairs on March 10, 1949, for 10 years beginning with the date of approval.

By an agreement dated April 8, 1950, and approved on June 14, 1950, between the Kickapoo Tribe of Kansas and the law firms of Pam, Hurd & Reichmann and Harrison, Thomas, Spangenberg & Hull, all rights and obligations under Contract No. I-1-ind. 42141 were assigned to the latter law firm.

An extension of Contract No. I-1-ind. 42141 for 5 years beginning March 10, 1959, was approved on March 19, 1959.

Contract No. 14-20-0200-1900 dated December 20, 1964, between the Kickapoo Tribe of Kansas and Harrison, Thomas, Spangenberg & Hull was approved on April 9, 1965, for 5 years beginning March 10, 1964. An extension of this contract for 10 years beginning March 14, 1969, was approved on June 24, 1969.

Attached to the application for allowance of attorneys' fees is a letter dated December 4, 1969, from Mills and Garrett as successors to Dempsey, Mills & Casey and a letter dated March 4, 1968, from Schiff, Hardin, Waite, Dorschel & Britton as successors to Pam, Hurd & Reichmann. In these letters the respective firms disclaim any interest in legal fees for prosecuting the subject claim of the Kickapoo Tribe of Kansas and the Kickapoo Tribe of Oklahoma before the Indian Claims Commission.

3. Compensation under the Contracts. All of the contracts cited above provide that compensation to the attorneys for services rendered by them is wholly contingent upon recovery for the tribes and that the compensation shall be 10 percent of any and all sums recovered for the tribes. The application requests allowance of compensation in the amount of \$12,520.96 which is 10 percent of the award of \$125,209.61 in favor of the tribes. The amount applied for is in accordance with the provisions of the contracts.

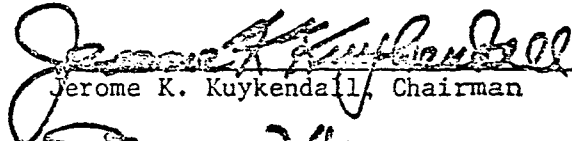
4. Response of Defendant. The defendant's response to this application attached a copy of a letter dated January 13, 1971, from the Associate Solicitor, Indian Affairs, Department of the Interior, and a copy of an accompanying memorandum dated December 14, 1970, in which the Acting Associate Commissioner, Bureau of Indian Affairs, indicated that the petition was in accordance with the contracts and the Bureau had "no objection to allowance of attorneys' fees in the amount of \$12,520.96 as claimed." The defendant advised, in line with the views expressed in the letter and memorandum, that the Department of Justice "knows of no objection to the allowance of said fees."

5. Notice to Tribes. A notice of the filing of the attorneys' application for allowance of their fees was mailed to the Chairman of the Kickapoo Tribe of Oklahoma and to the Chairman of the Kickapoo Tribe of Kansas on November 18, 1970. No response to these notices was received.

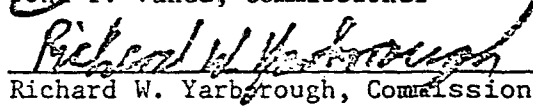
6. Services. The law firm of Harrison, Thomas, Spangenberg & Hull has rendered valuable services in the successful prosecution of the plaintiffs' claim in this docket, and it is entitled under the terms of the aforementioned contracts currently in effect to an award of fees in the requested sum of \$12,520.96 representing 10 percent of the award to plaintiffs.

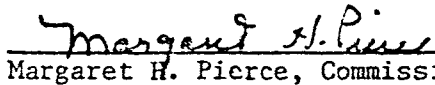
IT IS THEREFORE ORDERED that out of the funds to be appropriated to pay the aforementioned judgment, there be paid to Harrison, Thomas, Spangenberg & Hull the sum of \$12,520.96 as payment in full of the attorneys' fees owed for legal services rendered herein for the Kickapoo Tribe of Kansas and the Kickapoo Tribe of Oklahoma.

Dated at Washington, D. C., this 24th day of March 1971.


Jerome K. Kuykendall, Chairman


John T. Vance, Commissioner


Richard W. Yarborough, Commissioner


Margaret H. Pierce, Commissioner


Brantley Blue, Commissioner