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BEFORE THE INDIAN CLAIMS COMMISSION

THE PEORIA TRIBE OF INDIANS OF	)	
OKLAHOMA and MABEL STANTON PARKER	)	
on behalf of the Piankeshaw Nation	)	
and	)	
THE ABSENTEE DELAWARE TRIBE OF	)	
OKLAHOMA AND THE DELAWARE NATION,	)	
et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Docket No. 289
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

ORDER ALLOWING ATTORNEYS' FEES  
AND REIMBURSABLE EXPENSES

HAVING CONSIDERED the applications for attorneys' fees and reimbursement of allowable expenses filed April 2, 1971, by Jack Joseph, Esquire, attorney of record for the Peoria Tribe of Indians of Oklahoma and Mabel Stanton Parker on behalf of the Piankeshaw Nation, in the above cited docket, in behalf of himself and the law firm of Brown, Dashow, Langeluttig, Arons & Doran and the correction in the amount of expenses detailed in the letter of July 7, 1971, from the attorney of record; the contract under which the attorneys served the said plaintiffs; the defendant's response to the said applications, filed May 18, 1971; and the remainder of the record herein, the Commission finds as follows:

1. On February 24, 1971, a final award was entered herein which ordered, inter alia, that the Peoria Tribe of Indians of Oklahoma and Mabel Stanton Parker, on behalf of the Piankeshaw Tribe recover of and from the defendant the sum of \$1,501,294.35. (24 Ind. Cl. Comm. 468).
2. The claim on behalf of the Piankeshaw Tribe in Docket No. 289 was prosecuted under Contract No. I-1-ind. 42129, dated October 18, 1948, between the Peoria Tribe of Indians of Oklahoma and the law firm of Brown, Dashow and Ziedman (now Brown, Dashow, Langeluttig, Arons and Doran). It was approved on December 24, 1948, for a period of ten years beginning with the date of approval. An extension of the contract for a period of five years beginning December 24, 1958, was approved on October 30, 1958. Later, an extension of the contract for a period of ten years beginning on December 24, 1963, was approved on November 22, 1963. An amendment to the contract was approved on November 13, 1969, making Attorney Jack Joseph a party to the contract.

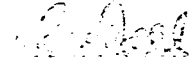
3. Said contract, as extended and amended, provides that the compensation of the attorneys for services be a fixed ten percent (10%) of any and all sums recovered through the attorneys' efforts on behalf of the Indians. The contract also provides that expenses reimbursable to the attorneys shall be fixed by the Indian Claims Commission.
  4. The applications by the attorney of record request an award of \$150,129.44 in fees, an amount equal to ten percent (10%) of the aforementioned award in favor of the Piankeshaw Tribe in Docket No. 289, and reimbursement of claimed expenses totaling \$4,850.87.
  5. The defendant's response to the applications concluded that it adopted no position with respect to the propriety of the requested fee. It, however, enclosed a copy of a memorandum dated April 29, 1971, from the Acting Associate Commissioner of Indian Affairs wherein it was stated that the fees claimed were in accord with the terms of the contract and no objection to the allowance of the amount was interposed; that all the expense items appeared reasonable and to fall within the categories of expenses proper for reimbursement and that no objection was interposed to the allowance of the expenses claimed. The Associate Solicitor, Indian Affairs, Department of Interior, in a letter dated May 13, 1971, to the defendant, concurred in the view of the Acting Associate Commissioner regarding the attorneys' fees and claim for reimbursable expenses.
  6. An appropriate notice of the filing of the applications for attorneys' fees and reimbursement of allowable expenses was duly sent on April 8, 1971, to the Chief of the Peoria Tribal Council. No response to this notice has been received.
  7. The attorneys have rendered valuable legal services in their successful prosecution herein of the claim asserted on behalf of the Piankeshaw Tribe in Docket No. 289, and they are entitled under the terms of their contract to an award of fees in the requested amount of \$150,129.44.
  8. The application by the attorneys for reimbursement of allowable expenses lists expenditures totaling \$5,047.85. By letter dated July 7, 1971, from the attorney of record, the application was amended to claim reimbursement expenses in the amount of \$4,850.87. All of the items of expense included in this total are reasonable and properly reimbursable out of the final award made to the Peoria Tribe of Indians of Oklahoma and Mabel Stanton Parker, on behalf of the Piankeshaw Tribe.
- IT IS THEREFORE ORDERED that out of the funds to be appropriated to satisfy the above-mentioned final award to the Peoria Tribe of Indians and Mabel Stanton Parker, on behalf of the Piankeshaw Tribe, plaintiffs in Docket No. 289, there shall be disbursed to Jack Joseph, the attorney of record, as payment in full of all claims for legal services rendered in the

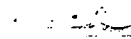
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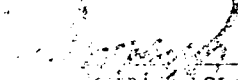
prosecution of this case, the sum of \$150,129.44 for distribution by him of the amount due each of the participating attorneys in accordance with their respective interests therein.

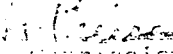
IT IS FURTHER ORDERED, that out of said funds to be appropriated there shall be disbursed to Jack Joseph, the attorney of record, as payment in full for all claims for reimbursable expenses, the sum of \$4,850.87, for distribution by him of the amounts due to persons entitled thereto.

Dated at Washington, D. C., this 14<sup>th</sup> day of July 1971.

  
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Chairman

  
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Member

  
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Commissioner

  
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Commissioner

  
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Commissioner