

BEFORE THE INDIAN CLAIMS COMMISSION

THE DELAWARE TRIBE OF INDIANS )  
and THE ABSENTEE DELAWARE )  
TRIBE OF OKLAHOMA. )

Plaintiff, )

v. )

Docket Nos. 27-A and 241

THE UNITED STATES OF AMERICA )

Defendant. )

ORDER ALLOWING ATTORNEY'S FEE

HAVING CONSIDERED the application for allowance of an attorney fee filed by Louis Robbins, of counsel to the law firm of Pritzker, Pritzker and Clinton, on February 24, 1972, the defendant's response to such application, the contracts of employment and the evidence in support of the application, including the entire record and all proceedings in the docket, the Commission finds as follows:

1. Award. On November 24, 1971, the Commission entered a final judgment in the sum of \$435,873.86 in favor of The Delaware Tribe of Indians and The Absentee Delaware Tribe of Oklahoma (26 Ind. Cl. Comm. 387). Funds to satisfy the judgment were appropriated by Public Law 92-257, 92nd Congress, approved March 21, 1972 (85 Stat. 627).

2. Contractual Authority. The representation herein for the Delaware Tribe of Indians and The Absentee Delaware Tribe of Oklahoma was under three formal contracts, of which the first two covered Docket 27-A and the third Docket 241:

(a) The first of these contracts, assigned No. I-1-ind. 18359, was entered into by The Delaware Tribe of Indians of Oklahoma, on November 30, 1946, with Wesley E. Disney and Charles B. Rogers. This contract was approved on October 14, 1947, and had a specified initial term of 10 years beginning with its date of approval.

(b) Following the expiration of this agreement, the second contract, assigned No. 14-20-0650-1216, was entered into by The Delaware Tribe of Indians of Oklahoma with the law firm of Pritzker, Pritzker and Clinton on March 13, 1962, and was approved on February 15, 1963, for a period of 10 years from its date of approval.

(c) The third contract, assigned No. I-1-ind. 42264, was entered into by The Delaware Nation and The Absentee Delaware Tribe of Oklahoma with the law firm of Pritzker, Pritzker, and Clinton, on November 30, 1949, and was approved on March 17, 1950, for a period of 10 years, beginning on March 17, 1960, was approved on September 27, 1960. This extension was superseded by contract No. 14-20-0200-2047, dated October 14, 1965, and approved January 10, 1966 for a period of five years from March 17, 1965. An extension of this contract for three years, from March 17, 1970, was approved on April 29, 1970.

3. Compensation Under the Contracts. The contracts cited above provide that compensation to the attorney for services rendered by him is wholly contingent upon recovery for the plaintiff and shall be 10% of any and all sums recovered for the plaintiff. The application of the counsel for plaintiff herein discloses a request for allowance of compensation in the amount of \$43,587.38, which is 10 percent of the award of \$435, 873.86. Counsel has indicated that an agreement between Wesley E. Disney and the executrix of the estate of Charles B. Rogers, then deceased, and the firm of Pritzker, Pritzker and Clinton was approved on November 8, 1955, and therein provided that attorney's fees resulting from awards in Dockets 27-A and 241 would be shared by the attorneys in the following proportion: 35 percent to Wesley E. Disney and Ida J. Rogers, as executrix of the estate of Charles B. Rogers, deceased, and 65 percent to the firm of Pritzker, Pritzker and Clinton. Subsequently, in 1961, Wesley E. Disney died and Ralph W. Disney was appointed executor of his estate by a court of competent jurisdiction.

4. Response of the Defendant. The defendant's response to this application attached a copy of a letter dated April 5, 1972, from the Office of the Solicitor, Department of the Interior, and a copy of an accompanying Memorandum, dated March 24, 1972; from the Commissioner of Indian Affairs. The Associate Solicitor stated that the Department of Interior has no objection to the allowance of the requested 10 percent fee.

5. Notification to the Tribe. On February 25, 1972, the Commission notified Bruce M. Townsend and Lawrence Snake, respective Chairmen of the two tribes, of their counsel's application for attorney fees and reimbursement of expenses, and of the Commission's request to have any additional comments or information that the tribe might wish to provide on this matter. No response to the notice has been received from either tribe.

IT IS THEREFORE ORDERED that out of the final award entered herein on November 24, 1971, in favor of the plaintiff tribes, there shall be disbursed to Louis Roches, attorney of record, on behalf of the firm of Pritzker, Pritzker and Clinton, 65%, or \$28,331.80, of the total fee and to Ralph W. Disney, executor of the estate of Wesley E. Disney, deceased, and Ida J. Rogers, executrix of the estate of Charles B. Rogers, deceased, 35%, or \$15,255.58, of the total fee. The total fee of \$43,587.38 shall represent payment in full of all claims for legal services rendered in the prosecution of this case.

Dated at Washington, D. C., this 10<sup>th</sup> day of May 1972.

Jerome K. Kuykendall  
Jerome K. Kuykendall, Chairman

John T. Vance, Commissioner

Richard W. Yarborough  
Richard W. Yarborough, Commissioner

Margaret H. Pierce  
Margaret H. Pierce, Commissioner

Brantley Blue  
Brantley Blue, Commissioner