

BEFORE THE INDIAN CLAIMS COMMISSION

THE IOWA TRIBE OF THE IOWA RESERVATION )  
 IN KANSAS AND NEBRASKA, THE IOWA TRIBE )  
 OF THE IOWA RESERVATION IN OKLAHOMA, )  
 et al., THE SAC AND FOX TRIBE OF )  
 INDIANS OF OKLAHOMA, THE SAC AND FOX )  
 TRIBE OF MISSOURI, AND SAC AND FOX TRIBE )  
 OF MISSISSIPPI IN IOWA, et al., )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 THE UNITED STATES OF AMERICA, )  
 )  
 Defendant. )

Docket No. 135

ORDER ALLOWING ATTORNEYS' FEES

HAVING CONSIDERED the joint application for allowance of attorneys' fees filed on May 22, 1972, for the law firms of Schiff Hardin Waite Dorschel & Britton, Mills and Garrett, and Pritzker, Pritzker & Clinton, all of Chicago, Illinois, by George B. Pletsch, Esquire, a partner in the firm of Schiff Hardin Waite Dorschel & Britton and attorney of record for the Sac and Fox Tribe of Indians of Oklahoma, Lawrence C. Mills, Esquire, a partner in the firm of Mills and Garrett and attorney of record for the Sac and Fox Tribe of the Mississippi in Iowa, and Stanford Clinton, Esquire, a partner in the firm of Pritzker, Pritzker & Clinton and attorney of record for the Sac and Fox Tribe of Missouri; the contracts under which the attorneys served the said tribes; the defendant's response to the application filed on July 6, 1972, and the remainder of the record herein, the Commission finds as follows:

1. On May 7, 1965, the Commission entered a final award in this docket which provided, among other things, that the Sac and Fox plaintiffs named above shall recover from the defendant the amount of \$965,560.39. Funds to satisfy this award were appropriated by Public Law 92-257, approved March 21, 1972 (86 Stat. 86). The application by the attorneys of record requests allowance of attorneys' fees in the sum of \$96,556.04, amounting to 10 percent of the final award.

2. The representation herein of the Sac and Fox Tribe of Indians of Oklahoma was initially under contract No. I-1-ind. 42249 that the tribe entered into on October 29, 1949, with the law firm of Pam, Hurd & Reichmann, a predecessor firm of Schiff Hardin Waite Dorschel & Britton. This contract was approved on February 13, 1950, and had a specified term of 10 years commencing with its approval date. An extension of the contract for a period of 5 years commencing on February 13, 1960, was approved on October 3, 1960. On December 12, 1964, the Sac and Fox Tribe of Indians of Oklahoma entered into a new contract with the law firm of Schiff Hardin Waite Dorschel & Britton. This contract, assigned No. 14-20-0200-1879, was approved on February 15, 1965. It had a specified term of 5 years commencing on its approval date and continued with certain changes the provisions of the original contract. An extension of contract No. 14-20-0200-1879 for a period of 3 years beginning on February 15, 1970, was approved on February 11, 1970.

3. The representation herein of the Sac and Fox Tribe of the Mississippi in Iowa was initially under contract No. I-1-ind. 42274 that the tribe entered into on March 31, 1950, with the law firm of Dempsey, Mills & Casey, a predecessor firm of Mills and Garrett. This contract was approved on August 29, 1950, and had a specified term of 10 years beginning with its approval date. An extension of the contract for a period of 5 years commencing on August 29, 1960, was approved on August 29, 1960. On March 12, 1965, the Sac and Fox Tribe of the Mississippi in Iowa entered into a new contract with the law firm of Mills and Garrett. This contract, assigned No. 14-20-0350-278, was approved on July 23, 1965. It had a specified term of 5 years commencing on its approval date and continued with certain changes the provisions of the prior contract. An extension of contract No. 14-20-0350-278 for a period of 3 years ending on July 22, 1973, was approved on January 12, 1968.

4. The representation herein of the Sac and Fox Tribe of Missouri was initially under contract No. I-1-ind. 42262 that the tribe entered into with the law firm of Pritzker, Pritzker and Clinton on September 3, 1949. This contract was approved on March 8, 1950, and had a specified term of 10 years beginning with its approval date. An extension of the contract for a period of 5 years beginning on March 8, 1960, was approved on August 19, 1960. On April 16, 1965, the same parties entered into a new contract. This contract, assigned No. 14-20-0200-1922, continued the relationship between the parties that was brought into being by the prior contract. Contract No. 14-20-0200-1922 was approved on May 7, 1965, and had a specified term of 5 years beginning on March 8, 1965. An extension of this contract for a period of 3 years that began on March 8, 1970, was approved on March 30, 1970.

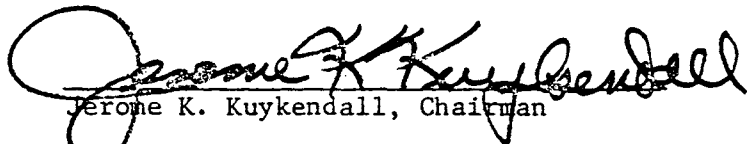
5. The defendant's response to the application by the attorneys of record enclosed a copy of a letter dated June 22, 1972, from the Associate Solicitor of Indian Affairs, United States Department of the Interior, enclosing a memorandum from the Deputy Commissioner of Indian Affairs dated June 13, 1972, and advised that the Department of Justice "Takes no position with reference to the amount claimed as attorneys' fees." Referring to the memorandum from the Deputy Commissioner of Indian Affairs, the letter from the Associate Solicitor stated that "the Bureau of Indian Affairs has no objection to the 10 percent fee requested by the tribal attorneys since the applicable tribal claims attorney contracts provide for a fixed 10 percent attorney fee. For the same reason, we have no objection to the allowance of the requested fees."

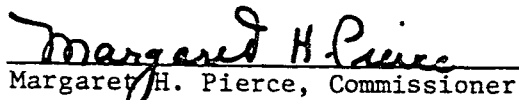
6. A notice of the filing of the application for allowance of attorneys' fees was duly mailed on May 25, 1972, to the Chairman of each of the three Sac and Fox tribes named above. No response to the notice has been received.

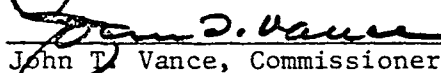
7. The attorneys have rendered valuable legal services to their clients in the successful prosecution of the Sac and Fox claims asserted in this docket and they are entitled under the terms of their aforementioned contracts to fees in the requested sum of \$96,556.04.

IT IS THEREFORE ORDERED that out of the funds appropriated to pay the aforementioned award to the Sac and Fox plaintiffs there shall be disbursed jointly to the firms of Schiff Hardin Waite Dorschel & Britton, Mills and Garret, and Pritzker, Pritzker & Clinton the sum of \$96,556.04 as payment in full of the attorneys' fees owed for legal services rendered herein in behalf of the Sac and Fox plaintiffs.

Dated at Washington, D. C., this 12<sup>th</sup> day of July 1972.

  
Jerome K. Kuykendall, Chairman

  
Margaret H. Pierce, Commissioner

  
John T. Vance, Commissioner

  
Brantley Blue, Commissioner

  
Richard W. Yarborough, Commissioner