

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, SAC AND FOX TRIBE OF THE)	
MISSISSIPPI IN IOWA, et al.,)	
)	
Plaintiffs,)	
v.)	Docket No. 135
)	
THE UNITED STATES OF AMERICA,)	
)	
Defendant.)	

ORDER ALLOWING ATTORNEYS' FEES

UPON CONSIDERATION of the joint petition for allowance of attorneys' fees filed on January 2, 1973, by Mr. Brian Sullivan, the attorney of record for the Iowa Tribe of the Iowa Reservation in Kansas and Nebraska (the "Kansas and Nebraska Iowa"), and the law firm of Dykema, Gosset, Spencer, Goodnow & Trigg (the "Dykema firm") of Detroit, Michigan, of which Mr. Sullivan is a member; and by Mr. Nicholas Conover English, attorney of record for the Iowa Tribe of the Iowa Reservation in Oklahoma (the "Oklahoma Iowa") and the law firm of McCarter & English, of Newark, New Jersey, of which Mr. English is a member; defendant's response thereto filed on February 26, 1973; the contracts under which the attorneys served the aforesaid tribes and the remainder of the record filed herein, the Commission finds as follows:

1. Award. On May 7, 1965, the Commission entered a final award in this docket which provided, among other things, that the Iowa plaintiffs named above shall recover from the defendant the amount of \$633,193.77. Funds to satisfy this award were appropriated by Public Law 92-256, 86 Stat. 86.

2. Attorney Contracts - Kansas and Nebraska Iowa. The representation herein of the Kansas and Nebraska Iowa by the Dykema firm was initially pursuant to contract No. I-1-ind. 42192, dated May 24, 1949, with a predecessor law firm known as Dykema, Jones & Wheat. The contract was for a period of ten years beginning with the date of approval, and it was approved by the Commissioner of Indian Affairs on September 8, 1949. It was subsequently renewed for a five-year period commencing September 8, 1959. On September 30, 1964, the Kansas and Nebraska Iowa entered into

a contract with the Dykema firm under Contract No. 14-20-0200-1875. This contract was approved on December 24, 1964, for a period of five years beginning September 8, 1964. A ten year extension beginning on September 8, 1969, was approved on September 12, 1969.

3. Attorney Contract - Oklahoma Iowa. McCarter & English, then known as McCarter, English & Studer, were retained by the Oklahoma Iowa under Contract No. I-1-ind. 42016, dated February 14, 1947. This contract was approved by the Commissioner of Indian Affairs on May 10, 1948, for a period of ten years. An extension of the contract for a period of five years, beginning May 10, 1958, was approved on March 17, 1958. Another extension, for a period of 10 years beginning on May 10, 1963, was approved on May 23, 1963.

4. Compensation Under the Contracts and Requested Fee. Each of the contracts under which the Kansas and Nebraska Iowa and the Oklahoma Iowa were represented provided that the respective attorneys would receive as compensation ten percentum (10%) of any and all sums recovered or procured through their efforts. The attorneys' application requests the allowance of \$63,319.38, an amount equal to 10 percent of the final award, as compensation for all services rendered in connection with that award, and that this fee be paid jointly to the Dykema and McCarter & English firms.

5. Defendant's Response. The defendant's response to the application herein enclosed a copy of a letter dated February 16, 1973, from the Associate Solicitor of Indian Affairs, United States Department of the Interior, advising that the Department of the Interior has no objection to the allowance of the attorneys' fee herein requested. Enclosed in the latter was a memorandum from the Assistant Secretary of the Department of the Interior advising the solicitor that:

All of the contracts provide for compensation to the attorneys at a fixed, ten percent of any and all sums recovered for the Indians. The subject petition is in accord with those provisions and we have no objection to allowance of an attorneys' fee of \$63,319.38, as claimed.

The covering letter of the Department of Justice advised that "the Department takes no position with reference to the amount claimed as attorneys' fees."

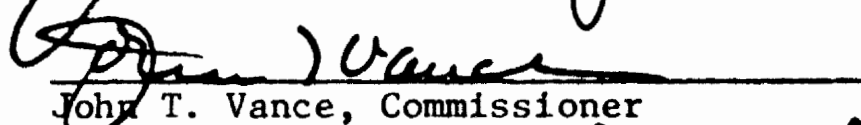
6. Notices to Plaintiffs. Notices of the filing of the application for allowance of attorneys' fees were duly mailed to the tribal chairmen of the Kansas and Nebraska Iowa and the Oklahoma Iowa on January 2, 1972. No response to the notices has been received.

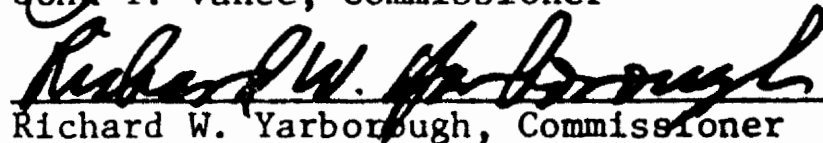
7. Attorneys' Services. The attorneys have rendered valuable legal services to their respective clients in the successful prosecution of the Iowa claims asserted in this docket, and they are entitled under the terms of their aforementioned contracts to fees in the requested sum of \$63,319.38.

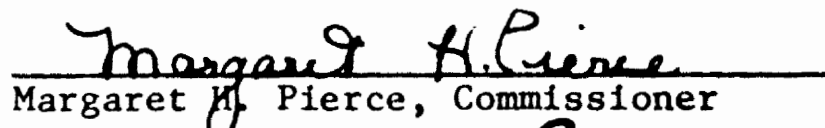
IT IS THEREFORE ORDERED that out of the funds appropriated to pay the aforementioned award to the Iowa plaintiffs, there shall be disbursed jointly to the firm of Dykema, Gosset, Spencer, Goodnow & Trigg and to the firm of McCarter & English the sum of \$63,319.38 as payment in full of the attorneys' fees owed for legal services rendered herein in behalf of the Iowa plaintiffs.

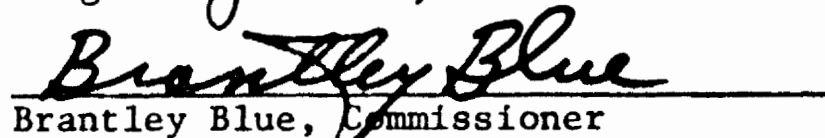
Dated at Washington, D. C., this 28th day of March 1973.


Jerome K. Kuykendall, Chairman


John T. Vance, Commissioner


Richard W. Yarborough, Commissioner


Margaret H. Pierce, Commissioner


Brantley Blue, Commissioner