

BEFORE THE INDIAN CLAIMS COMMISSION

THE COWLITZ TRIBE OF INDIANS,)	
)	
Plaintiff,)	
)	
v.)	Docket No. 218
)	
THE UNITED STATES OF AMERICA)	
)	
Defendant.)	

ORDER ALLOWING ATTORNEYS' FEE

HAVING CONSIDERED the petition for award of attorneys' fee for services on behalf of the Cowlitz Tribe of Indians, the plaintiff herein, that was filed on April 18, 1973, by Abe W. Weissbrodt, Esquire, attorney of record for the plaintiff, on behalf of himself and all other contract attorneys having an interest in the fee; the defendant's response to the petition, filed on June 1, 1973; the contracts under which the plaintiff was represented in this case; and the remainder of the record herein, the Commission finds as follows:

1. Award. On April 12, 1973, pursuant to an approved compromise settlement agreement between the parties, the Commission entered a final award in this docket in the amount of \$1,550,000.00 in favor of the Cowlitz Tribe of Indians (30 Ind. Cl. Comm. 129).

2. Contractual Authority. The claim in this case was commenced pursuant to a contract, assigned Contract No. I-1-ind. 42435, dated November 4, 1950, between the Cowlitz Tribe and two attorneys at law, Gladys Phillips of Aberdeen, Washington and James E. Sareault of Chehalis, Washington. This contract was approved on March 16, 1951, and had a term of 10 years that began with the date of its approval. The Commission was advised by letter dated March 20, 1963, from the Acting Associate Commissioner of Indian Affairs, that Gladys Phillips "requested to withdraw" as an attorney under the contract effective as of June 4, 1955, that the contract was terminated as of that date insofar as it affected her, and, inter alia, that the Acting Commissioner approved by letter dated March 6, 1959, the association of Malcolm S. McLeod, Esquire, with Mr. Sareault under the contract. Contract No. I-1-ind. 42435 expired by its terms on March 15, 1961, and was never renewed or extended.

The Cowlitz Tribe entered into a contract, assigned Symbol 14-20-0500 No. 2347, dated July 10, 1965, with attorneys Lyle Keith and Patrick H. Winston of Spokane, Washington, and I. S. Weissbrodt and Abe W. Weissbrodt of Washington, D. C. This contract was approved on July 20, 1965, for a term of 10 years beginning June 1, 1965. The claim in this case was prosecuted to a final award under this contract.

3. Compensation under the Contracts and Requested Attorneys' Fee.

The expired contract provided for compensation to the attorneys for services rendered by them to be wholly contingent upon a recovery for the tribe in an amount not to exceed 10 percent of any and all sums recovered for the tribe. The current contract, Symbol 14-20-0500 No. 2347, under which the claim herein was prosecuted to a final award for the tribe, provides that compensation to the attorneys for services rendered thereunder is to be wholly contingent upon a recovery for the tribe and shall be in the amount of 10 percent of any and all sums recovered for the tribe. The petition of the attorney of record requests allowance of compensation in the amount of \$155,000.00, which is 10 percent of the aforementioned award of \$1,550,000.00 in favor of the tribe.

4. Response of the Defendant. The defendant's response to the petition for attorneys' fee enclosed a copy of a letter dated May 25, 1973, from the Acting Associate Solicitor, Indian Affairs, Department of the Interior, and a copy of an accompanying memorandum dated May 18, 1973, from the Assistant to the Secretary for Indian Affairs, Department of the Interior, and advised that the Department of Justice takes no position with respect to the amount claimed as attorneys' fee. The memorandum from the Assistant to the Secretary for Indian Affairs concludes by observing that "The petition for allowance of attorneys' fees is in accordance with the terms of the 1965 contract and we have no objections for allowance of attorneys' fees in the aggregate amount of \$155,000.00 for services rendered in prosecution of Docket No. 218 to completion." The letter from the Acting Associate Solicitor refers to this statement in the memorandum and indicates that the office of the solicitor has no comments to add.

5. Notice to the Plaintiff. A notice of the filing of the petition for allowance of attorneys' fee was duly mailed to Roy I. Wilson, Chairman of the Cowlitz Tribe of Indians of the State of Washington, on April 18, 1973. No response to the notice has been received.

6. Attorneys' Services. The attorneys under the aforementioned contract currently in effect have rendered valuable legal services in the successful prosecution of the claim asserted in this docket and they are entitled under the terms of that contract to a fee in the requested amount of \$155,000.00.

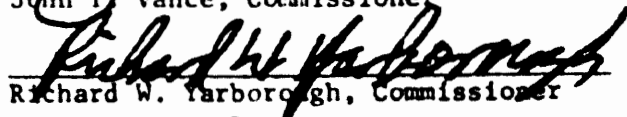
IT IS THEREFORE ORDERED that out of the funds hereafter appropriated to pay the final award entered herein on April 12, 1973, in favor of the Cowlitz Tribe of Indians, there shall be disbursed to Abe W. Weissbrodt of Washington, D. C., attorney of record for the said tribe, the sum of

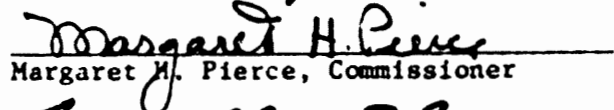
\$155,000.00, for such distribution by him as is proper, as payment in full of the attorneys' fee owed for legal services rendered herein for the said tribe.

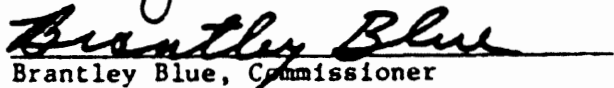
Dated at Washington, D. C., this 6th day of June 1973.


Jerome K. Kuykendall, Chairman


John T. Vance, Commissioner


Richard W. Farborough, Commissioner


Margaret H. Pierce, Commissioner


Brantley Blue, Commissioner