

## BEFORE THE INDIAN CLAIMS COMMISSION

THE TUSCARORA INDIAN NATION,	)	
	)	
Plaintiff,	)	
v.	)	Docket No. 321
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

ORDER ALLOWING ATTORNEYS' FEE

HAVING CONSIDERED that part of the application for allowance of attorneys' fee filed on April 20, 1973, by Paul G. Reilly; the defendant's response to the application, filed on July 17, 1973; the contracts under which Howard Moses and James R. Bryant, and the firms of Blake, Voorhees & Stewart, and Earle & Reilly, served the plaintiff; and the entire record of all proceedings in this case, the Commission finds as follows:

1. Award. On February 21, 1973, the Commission entered a final award in this docket in the sum of \$91,428.80 in favor of the Tuscarora Indian Nation (29 Ind. Cl. Comm. 471).

2. Attorney Contracts. The representation of the plaintiffs in this case was under two approved contracts. The first contract, No. I-1-ind. 42422, was entered into between the Tuscarora Indian Nation and attorneys Howard D. Moses and James R. Bryant and the law firm of Blake, Voorhees & Stewart, on July 31, 1950. It was approved on November 8, 1950, for a period of ten years beginning with the date of approval. This contract expired on November 7, 1960.

On June 7, 1962, the Tuscarora Indian Nation entered into a new contract with the firm of Earle & Reilly. This contract, assigned Symbol 14-20-0650, No. 1206, was approved on January 17, 1963, for a period of five years from that date. An extension of the contract for a period of five years beginning January 17, 1967, was approved on May 7, 1968. Attorney Reilly has submitted a request for an extension of the contract. The making of this last contract was consented to by Messrs. Moses and Bryant, and Blake, Voorhees & Stewart.

3. Compensation Under the Contracts and Requested Fee. The 1950 contract provided for compensation for the attorneys at the fixed rate of ten percent of the sum recovered for the tribe. The 1962 contract contained a similar provision. However, the approval provided that compensation jointly will be ten percent of any and all sums recovered

for the Indians and that the compensation allowed will be divided by the attorneys as agreed among themselves. The petition for attorneys' fees in this case is in accordance with the terms of the two contracts, for \$9,142.88, representing 10 percent of the aforementioned award.

4. Response of the Defendant. The defendant's response to the petition transmitted a copy of a letter dated July 6, 1973, from the Acting Associate Solicitor of the Department of the Interior and a memorandum dated June 21, 1973, from the Deputy Assistant Secretary of the Interior. Both transmittals indicated that there was no objection to the allowance of the requested fee.

5. Notice to the Plaintiff. A notice of the filing of the application for allowance of attorneys' fee, together with copies of the application and the statement in support thereof, was mailed by the Deputy Clerk of the Commission on April 23, 1973, to Chiefs Arnold Hewitt and Leo Henry of the Tuscarora Indian Nation. No replies have been received from either of the chiefs.

6. Attorneys' Services. The attorneys Earle & Reilly, Moses and Bryant, and Blake, Voorhees & Stewart have rendered valuable services in the successful prosecution of the plaintiff's claim in this docket. The Commission finds that the attorneys for the plaintiff are entitled to an attorneys' fee in the requested amount of \$9,142.80, representing 10 percent of the award to the plaintiff.

IT IS THEREFORE ORDERED that out of the funds appropriated to pay the final award entered herein on February 21, 1973, in favor of the Tuscarora Indian Nation, there shall be disbursed to Paul G. Reilly the sum of \$9,142.80 for distribution by him to the participating attorneys in accordance with their respective interests therein. This amount represents payment in full for all services rendered in the prosecution of this case.

Dated at Washington, D. C., this 1st day of August 1973.

Margaret H. Pierce  
Margaret H. Pierce, Commissioner

Brantley Blue  
Brantley Blue, Commissioner

Jerome K. Kuykendall  
Jerome K. Kuykendall, Chairman

John T. Vance  
John T. Vance, Commissioner

Richard W. Yarborough  
Richard W. Yarborough, Commissioner