

BEFORE THE INDIAN CLAIMS COMMISSION

THE SIX NATIONS, by Dean Williams,	)	
et al.; THE SENECA NATION OF	)	
INDIANS; THE CAYUGA NATION, by	)	
Stewart Jamison, et al.; THE ONEIDA	)	
NATION, by Julius Danforth, et al.;	)	
THE SENECA-CAYUGA TRIBE OF OKLAHOMA;	)	
THE ONEIDA NATION OF NEW YORK; THE	)	
ONEIDA TRIBE OF INDIANS OF WISCONSIN;	)	
THE TUSCARORA NATION,	)	Docket No. 84
	)	
THE STOCKBRIDGE MUNSEE COMMUNITY,	)	
THE STOCKBRIDGE TRIBE OF INDIANS AND	)	
THE MUNSEE TRIBE OF INDIANS, by Arivd	)	
E. Miller and Fred L. Robinson,	)	Docket No. 300-B
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

ORDER ALLOWING ATTORNEYS' FEE

HAVING CONSIDERED the joint application for attorneys' fee, filed May 23, 1974, by the law firm of Earle and Reilly, attorneys for the Tuscarora Nation, the Seneca Nation, and the Seneca-Cayuga Tribe of Oklahoma and by the law firm of Aaron, Aaron, Schimberg & Hess, attorneys for the Oneida Tribe of Indians of Wisconsin and the Stockbridge-Munsee Community; the contracts under which the attorneys represented the plaintiffs; the defendant's response to the application dated August 21, 1974; and the remainder of the record herein, the Commission finds as follows:

1. Award.

On December 28, 1973, a final award was entered herein as follows:

"IT IS ORDERED AND ADJUDGED that as a final award the above-named plaintiffs have and recover from the defendant the sum of \$29,930.25, and the plaintiff Seneca Nation of Indians have and recover from the

defendant an additional sum of \$25,399.50, this award being in full satisfaction of all claims prosecuted in Dockets 84 and 300-B." \*/

2. Attorneys' contracts.

The prosecution of the claims of the Indian tribes comprising the Six Nations was pursued under various contracts.

Contract No. I-1-ind. 42018, dated March 3, 1947, between the Seneca-Cayuga Tribe of Oklahoma and Attorney Paul G. Reilly of the law firm of Earle & Reilly, was approved on May 10, 1948, for a period of ten years beginning with the date of approval. The contract was extended five times, each for a period of five years. The last extension, which was approved on July 11, 1973, extended the contract for a period of five years beginning May 10, 1973. An assignment by the law firm of Earle & Reilly of a one-fourth interest in the contract to the law firm of Meighan and Necarsulmer was approved on February 16, 1956.

Contract No. I-1-ind. 42260, dated December 5, 1949, between the Seneca Nation of New York and the law firm of Earle & Reilly, was approved on January 27, 1950, for a period of ten years beginning with the date of approval. The contract was extended twice. The last extension, which was approved on May 28, 1969, extended the contract for a period of ten years beginning January 27, 1965.

Contract No. I-1-ind. 42422, dated July 31, 1950, between the Tuscarora Nation of Indians and the law firm of Blake, Voorhees and Stewart and Attorneys Howard D. Moses and James R. Bryant, was approved on November 8, 1950, for a period of ten years beginning with the date of approval. After the 1950 contract expired, the Tuscarora Nation entered into contract, Symbol 14-20-0650 No. 1206, dated June 7, 1962, with the law firm of Earle & Reilly. The contract was approved on January 17, 1963, for a period of five years beginning with the date of approval. The contract was extended twice. The last extension, which was approved on September 24, 1973, extended the contract for a period of five years beginning January 17, 1973.

Messrs. Moses and Bryant and the law firm of Blake, Voorhees and Stewart consented to the agreement of Earle & Reilly with the Tuscarora Nation, and it was approved on condition that the total compensation would be 10 per centum and divided by the attorneys as agreed among themselves.

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\*/ 32 Ind. Cl. Comm. 440.

Contract No. I-1-ind. 42268, dated November 5, 1949, between the Oneida Tribe of Indians of Wisconsin and the law firm of Aaron, Aaron, Schimberg & Hess, was approved on March 8, 1950, for a period of ten years beginning with the date of approval. This contract was extended three times, each for a period of five years. The last extension, which was approved on May 5, 1970, extended the contract for a period of five years beginning March 8, 1970.

Contract No. I-1-ind. 42601, dated March 24, 1951, between the Stockbridge-Munsee Community and the law firm of Aaron, Aaron, Schimberg & Hess, was approved August 7, 1951, for a period of ten years beginning with the date of approval. The contract was extended three times, each time for a period of five years. The last extension, approved September 9, 1971, extended the contract through August 6, 1976.

Contract No. I-1-ind. 42421, dated November 5, 1949, between the Oneida Nation of New York and the law firm of Aaron, Aaron, Schimberg & Hess, was approved November 8, 1950, for a period of ten years beginning with the date of approval. The contract was extended three times, each for a period of five years. The last extension approved December 8, 1970, extended the contract through November 7, 1975.

All of the claims contracts provide that compensation to the attorneys is wholly contingent upon recovery and fixed at ten (10) per centum of any and all sums recovered through the efforts of the attorneys.

### 3. Application.

The application by the attorneys of record requested an allowance (a) of \$2,993.00 to the law firms of Earle & Reilly and Aaron, Aaron, Schimberg & Hess, the same representing 10 percent of the amount recovered on behalf of all of the plaintiffs herein, and (b) of \$2,539.95 to the law firm of Earle & Reilly, the same representing 10 percent of the amount recovered on behalf of the Seneca Nation of Indians.

### 4. Notification and response.

A notice of the filing of the attorneys' application for the allowance of their fee was mailed on May 28, 1974, to representatives of the plaintiff tribes, the Department of Justice, and the Bureau of Indian Affairs. No response from any of the plaintiffs has been received by the Commission. The defendant's response of August 21, 1974, included copies of a letter from the Assistant Solicitor for Indian Affairs and a memorandum of the Acting Deputy Commissioner of Indian Affairs indicating that the fee claimed was in accordance with the terms of the contracts and no objection was interposed to the allowance thereof.

5. Attorneys' services.

The attorneys herein, in discharge of their contractual obligations, rendered valuable legal services to their respective clients in the successful prosecution of the claims presented in Dockets 84 and 300-B, and they are entitled under the terms of the aforementioned contracts to the requested fees.

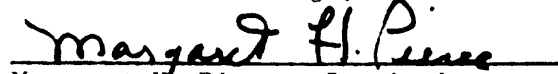
IT IS THEREFORE ORDERED that out of the funds appropriated to pay the final award in Dockets 84 and 300-B there shall be disbursed to the law firm of Earle & Reilly, the sum of \$2,539.95, and to the law firms of Earle & Reilly and Aaron, Aaron, Schimberg & Hess, jointly, the sum of \$2,993.00. Both of these sums are subject to distribution to all of the participating attorneys in accordance with their respective interests therein, and these amounts represent payment in full for all services rendered in the prosecution of the claims under Dockets 84 and 300-B.

Dated at Washington, D. C., this 31st day of October 1974.

  
Jerome K. Kuykendall, Chairman

  
John T. Vance, Commissioner

  
Richard W. Yarborough, Commissioner

  
Margaret H. Pierce, Commissioner

  
Brantley Blue, Commissioner