

BEFORE THE INDIAN CLAIMS COMMISSION

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

ORDER ALLOWING REIMBURSEMENT OF ATTORNEYS' EXPENSES

HAVING CONSIDERED the application for reimbursement of attorneys' expenses filed on August 6, 1974, by Patrick H. Winston, of the firm of Keith, Winston & Repsold; the defendant's response thereto, filed on October 1, 1974; the attorneys' employment agreements; and the record in its entirety; the Commission finds that:

1. Award. On April 12, 1973, pursuant to an approved compromise settlement agreement between the parties herein, the Commission entered a final award of \$1,550,000.00 to the plaintiff, 30 Ind. Cl. Comm. 129. By Act of Congress of July 1, 1973, 87 Stat. 99, funds were appropriated to satisfy the award.

2. Application. On August 6, 1974, Patrick H. Winston, of the law firm of Keith, Winston & Repsold, filed an application for reimbursement of expenses which were incurred in the prosecution of this claim before the Commission. The application was supplemented by vouchers and other data in further explanation and support of this claim. Lyle Keith is now deceased, and the law firm of Keith, Winston & Repsold has been dissolved.

The Cowlitz Tribe of Indians was also represented in this matter by Abe W. Weissbrodt and I.S. Weissbrodt. A separate petition for reimbursement was filed with respect to expenses paid by these attorneys in this case; and the Commission issued an order dated July 17, 1974, 34 Ind. Cl. Comm. 261, providing that these attorneys be reimbursed the sum of \$10,101.37.

3. Attorneys' Contracts. The contract under which plaintiff's claim was prosecuted to a final award was designated as Symbol 14-20-0500, No. 2347, dated July 10, 1965, entered into by the Cowlitz Tribe with attorneys Lyle Keith and Patrick E. 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 attorneys' contract provides for reimbursement of actual expenses incurred by the attorneys in prosecution of the claim, such reimbursement to be made from the amount of any recovery made in this claim.

4. Notification. By letters dated August 7, 1974, the Commission notified the interested parties of the application for reimbursement of expenses. The plaintiff has not responded to this notice. The Department of Justice did not take a position regarding the amount of expenses, but in response to the Commission notification, transmitted correspondence dated September 23, 1974, from the Associate Solicitor, Bureau of Indian Affairs, Department of the Interior including a memorandum to the Solicitor from the Bureau of Indian Affairs. In the memorandum dated September 6, 1974, the Solicitor was informed that the items for which reimbursement is sought are generally supported by receipts, invoices and itemized statements. However, it was also noted that certain minor items under the heading "Other Expenses" include entertainment expenses which were of a personal nature and not incurred in the prosecution of the tribal claim.

5. Explanation of Expenses. The petition submitted on August 6, 1974, included a claim for expenditures made in the total amount of \$17,170.22, which includes the following groups of expenditures:

A. Compensation and Expenses of Experts	\$15,032.32
B. Travel Expenses of Attorneys	1,850.95
C. Photoduplication	28.30
D. Long Distance Telephone and Telegraph	<u>258.65</u>
Total:	\$17,170.22

The claimed expenses are supported by statements, vouchers, canceled checks, receipted bills, or similar evidence.

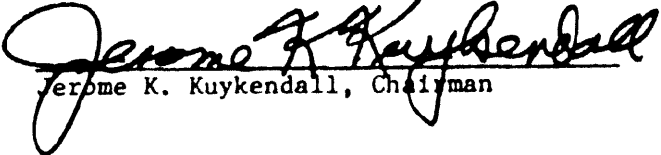
6. Determination of Expenditures. The aforesaid attorneys' contract with the plaintiff and Section 15 of the Indian Claims Commission Act of August 13, 1946, 60 Stat. 1049, provide for the reimbursement of attorneys in this matter for actual and reasonable expenses incurred in the prosecution of this claim. After examination of the supporting evidence and the entire record concerning the actual expenditures made by the attorneys during the course of the present litigation, the Commission concludes that the items of expense should be accepted according to the itemization set forth in the petition for reimbursement of expenses in this docket, with the exception of the following items:

<u>Year</u>	<u>Voucher</u>	<u>Item</u>	<u>Amount Disallowed</u>
1965	37	Entertainment expenses. Entertainment of Witnesses is not a proper charge against the Tribe's funds	\$31.60
1965 to 1972		Telephone and telegraph expenses, error in addition	<u>22.03</u>
		Total:	\$53.63

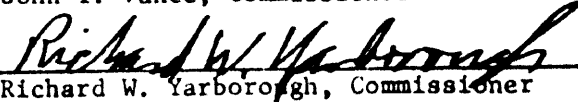
7. Conclusion. After deducting the rejected expenses of \$53.63 from the total of \$17,170.22, the amount claimed herein, we conclude that the sum of \$17,116.59 is reasonable and proper for reimbursement.


IT IS THEREFORE ORDERED that out of the funds 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 Patrick H. Winston the sum of \$17,116.59 as payment in full of the expenses incurred by Lyle Keith and Patrick H. Winston, of the law firm of Keith, Winston & Repsold, in the prosecution of this claim. This sum is to be distributed by Mr. Winston to all parties entitled to share in this reimbursement.

Dated at Washington, D. C., this 7th day of February 1975.


Jerome K. Kuykendall, Chairman

John T. Vance, Commissioner


Richard W. Yarborough, Commissioner


Margaret H. Pierce, Commissioner


Brantley Blue, Commissioner