

June 24, 1963

*Intensive
Indian*

✓
Mr. Wesley E. Disney
1618 First National Building
Tulsa 3, Oklahoma

Dear Wes:

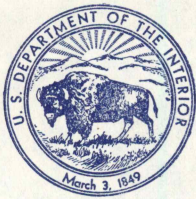
This has reference to your letter of May 14, 1963, concerning fees due the estate of your father for legal services rendered to the Delaware Tribe of Oklahoma, and my reply to you dated June 6, 1963.

I am enclosing a copy of a letter received by me from Mr. Homer B. Jenkins, Acting Associate Commissioner, Bureau of Indian Affairs, which is self-explanatory. Mr. Jenkins' letter clarifies the status of the claims of the two Delaware Tribes, and should be helpful to you in resolving the dispute you had with the law firm in Chicago.

If I can be of further assistance, please let me know.

With best wishes and kindest personal regards, I am

Sincerely,



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WASHINGTON 25, D. C.

IN REPLY REFER TO:

Tribal Operations
4338-63

JUN 19 1963

Hon. A. S. Mike Monroney
United States Senate
Washington 25, D. C.

Dear Senator Monroney:

With your letter of June 6, 1963, you sent us correspondence dated May 14, 1963, with enclosures, from Mr. Wesley V. Disney, son of Wesley E. Disney, deceased, of 1618 First National Building, Tulsa 3, Oklahoma, regarding fees which may be due the estate of Wesley E. Disney for services rendered by Wesley E. Disney under an approved contract with the Delaware Tribe of Oklahoma in prosecution of its claims before the Indian Claims Commission.

There are two tribal groups of Indians involved: The Delaware Tribe of Indians under the administrative jurisdiction of the Muskogee Area Office of the Bureau of Indian Affairs and the Absentee Delaware Tribe under the Bureau's Anadarko Area Office. Both tribal groups and Offices are in Oklahoma.

The Delaware Tribe (under our Muskogee Area Office) entered into contract No. I-1-ind. 18359, dated November 30, 1946, with Attorneys Wesley E. Disney and Charles B. Rogers for prosecution of the Tribe's claims against the United States.

The Absentee Delaware Tribe (under our Anadarko Area Office) entered into contract No. I-1-ind. 42264, dated November 30, 1949, with the law firm of Pritzker, Pritzker & Clinton for prosecution of the Tribe's claims against the United States.

Claims of the two tribal groups overlapped and after the death of Attorney Rogers, an agreement dated August 23, 1955, was signed by Wesley E. Disney, the Executrix of the Estate of Charles B. Rogers, and Pritzker, Pritzker & Clinton for the purpose of carrying on the prosecution of the claims of the two Delaware Tribes. A copy of that agreement was among the enclosures sent you by Mr. Wesley V. Disney. That agreement was approved by the Commissioner on November 8, 1955, with the following language:

The foregoing agreement between Wesley E. Disney and the law firm of Pritzker, Pritzker & Clinton providing for the prosecution and division of fees in the Delaware cases

pending before the Indian Claims Commission is hereby approved under authority delegated to me by Secretarial Order No. 2508, dated January 11, 1949 (14 Fed. Reg. 258, 260), pursuant to Section 2106 of the United States Revised Statutes (Section 84, Title 25 U.S.C.). The approval of this agreement does not affect the interest of any attorney or law firm having a contract of employment with any tribe other than the Delaware, whose claims may be incorporated in one of the petitions or dockets with the Delaware claims.

The question has been presented by Mr. Wesley V. Disney regarding enforcement of that agreement with specific mention of a judgment rendered recently in Docket No. 337 which he understands has become final since the government did not file any notice of intention to appeal.

Records of the Indian Claims Commission show that by an order dated January 5, 1953, Dockets No. 124 and 67 of the Miami Indians were consolidated due to overlapping claims and that Docket No. 337 of the Delaware Indians was included for limited purposes of determining issues on title to lands, values, etc. After holding hearings, the Commission issued an opinion on June 30, 1960, granting an award of \$4,647.467.67 to the Miami Indians in settlement of claims in Docket No. 67 and 124. However, it did not make a final determination of claims of the Delaware Indians in Docket No. 337. Records of hearings held in January 1953, show that a stipulation agreeable to the attorneys provided that prosecution of Dockets No. 67 and 124 of the Miamis go ahead. The award to the Miamis resulted. Docket No. 337 of the Delaware Indians remains before the Indian Claims Commission for further consideration, including the issue of allowable offsets.

One of the enclosures supplied by Mr. Disney was a copy of a letter of the Associate Commissioner of Indian Affairs, dated February 15, 1963, conditionally approving a proposed claims attorney contract between the Delaware Tribe of Indians under our Muskogee Area Office and the law firm of Pritzker, Pritzker and Clinton. That contract is not in effect at this time as all of the conditions have not been accepted by the parties. However, that proposed contract if approved and placed in full force, would recognize the services previously performed by the late Mr. Wesley E. Disney by virtue of a pertinent provision as follows:

As compensation for the services to be rendered under the terms of this contract the Attorneys are to receive ten percent of any and all sums recovered or procured through their efforts in whole or in part for the Tribe,

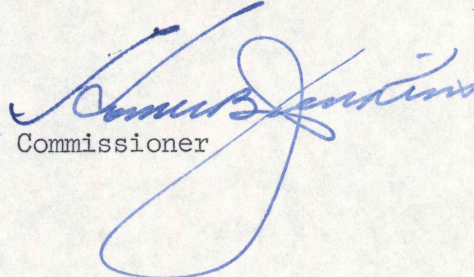
whether by award of the Indian Claims Commission, suit, action of any department of the Government or of the Congress of the United States, or otherwise, Provided, however, that compensation which may be allowed to the estate of Wesley E. Disney, deceased, and the estate of Charles B. Rogers, deceased, or either of them for services heretofore rendered by Wesley E. Disney and Charles B. Rogers in connection with the prosecution of the pending claims of the Tribe, shall be payable out of the said ten percent, it being the intention of the parties that the total fees allowed shall not exceed ten percent of the total recoveries.

This provision is in accord with Section 15 of the Indian Claims Commission Act of August 13, 1946 (60 Stat. 1049) which states that "The fees of such attorney or attorneys for all services rendered in prosecuting the claim in question...shall...be fixed by the Commission...shall not exceed 10 per centum of the amount recovered in any case."

From the few facts set forth briefly above it appears that the allegations set forth by Mr. Wesley V. Disney, are, at least, premature and probably rest heavily on misunderstanding of the status of the various cases involving the Delaware Indians.

Sincerely yours,

Acting Associate Commissioner

A handwritten signature in blue ink, appearing to read "H. B. Jenkins", is written over the typed name "Acting Associate Commissioner". The signature is fluid and cursive, with a large loop at the end.

Enclosure

DISNEY, HART AND DISNEY

ATTORNEYS AT LAW

1618 FIRST NATIONAL BUILDING

TULSA 3, OKLAHOMA

TELEPHONE DI 3-8106

WESLEY E. DISNEY
J. EBEN HART
WESLEY V. DISNEY

WORLD CENTER BUILDING
WASHINGTON, D. C.

LIBERTY NATIONAL BANK BUILDING
OKLAHOMA CITY, OKLAHOMA

May 14, 1963

Hon. A. S. "Mike" Monroney
United States Senate Office Building
Washington, D. C.



Dear Mike:

I am enclosing thermo-fax copies of correspondence together with a contract which are more or less self-explanatory. However, as you will note in the letter from Mr. Stanford Clinton of the firm of Pritzker, Pritzker & Clinton, dated April 4, 1963, these attorneys do not now propose to honor the terms of the contract dated August 23, 1955.

As a matter of actual fact these attorneys now have pending before the Bureau of Indian Affairs a new contract between themselves and the Business Committee of the Delaware Indians wherein the following paragraph is made a part of the contract:

"As compensation for the services to be rendered under the terms of this contract the Attorneys are to receive ten percent of any and all sums recovered or procured through their efforts in whole or in part for the Tribe, whether by award of the Indian Claims Commission, suit, action or any department of the Government or of the Congress of the United States, or otherwise, Provided, however, that compensation which may be allowed to the estate of Wesley E. Disney, deceased, and the estate of Charles B. Rogers, deceased, or either of them, for services heretofore rendered by Wesley E. Disney and Charles B. Rogers in connection with the prosecution of the pending claims of the Tribe, shall be payable out of the said ten percent, it being the intention of the parties that the total fees allowed shall not exceed ten percent of the total recoveries."

Apparently everyone concerned, except this firm of attorneys, recognize the validity of the contract between my Father and the estate of Charles B. Rogers dated August 23, 1955, and approved by the Department of Interior, Bureau of Indian Affairs, November 8, 1955, as will be noted in the letter dated February 15, 1963 from the Department to the law firm.

Recently Docket #337, known as the Miami Tribe, was concluded and it is my understanding has become a final judgment since the government did not file any notice of intention to appeal. You will note that this Docket number is one of those included under schedule B. of the contract of August 23, 1955. Obviously legislation will have to be introduced to

Hon. A. S. "Mike" Monroney

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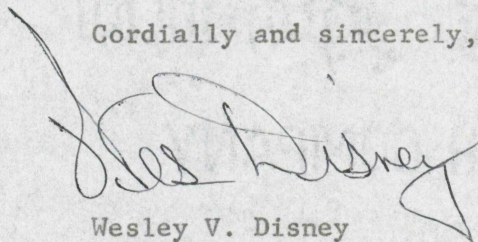
May 14, 1963

authorize the payment of the judgment in the Miami case, being Docket Number 337.

It appears to me and to Judge Robert D. Hudson, representing Mrs. Rogers, that the only way we will be able to force this firm of attorneys in Chicago to honor the terms of the contract hereinabove referred to will be to cause the payment of any attorneys fees awarded in these cases to be frozen or made otherwise unavailable for payment until they agree to honor the terms of the contract.

We are, therefore, earnestly soliciting your active support to make certain that the interest that my Father and Mr. Rogers had in the cases listed under schedules A. and B. of the contract is fully protected. It is inconceivable to us that these attorneys are now attempting to evade their contractual arrangement although, unfortunately, such appears to be the case. If you have any further questions I would appreciate an opportunity to appear before the Oklahoma delegation at any date or time requested and further explain our position or answer any questions.

Cordially and sincerely,

A handwritten signature in dark ink, appearing to read "Wesley V. Disney", with a stylized, flowing script.

Wesley V. Disney

WVD:g
Encl:

STANFORD CLINTON
ATTORNEY AT LAW

111 WEST MONROE STREET-SUITE 2230
CHICAGO 3
TELEPHONE RANDOLPH 6-2468

April 4, 1963

Wesley V. Disney, Esq.
c/o Disney, Hart and Disney
1618 First National Building
Tulsa 3, Oklahoma

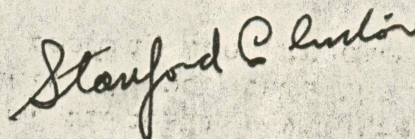
Dear Mr. Disney:

This acknowledges your letter of March 19, 1963.

While I see no useful purpose in engaging in a controversy by mail, I very much object to and resent the implication in your letter that at the conference in my office you were misled by my associate, Mr. Louis L. Rochmes, or myself. In any event, I am surprised to learn, some ten months after the conference, that you traveled from Tulsa to Chicago for the express purpose of discussing an agreement made by your father, but apparently did not take the trouble to prepare for the conference by reading the agreement.

Since you have now rejected the understanding reached at our conference and embodied in a draft agreement sent to you July 31, 1962, the question at issue will have to be resolved without agreement. In order that there will be no uncertainty whatever about my position, you are now formally advised that the 1955 agreement was rendered ineffectual by the expiration of the contract between your father and the Delaware Tribe; that in any event the 1955 agreement must have been terminated by his death; that you are not entitled to be compensated for work done subsequent to your father's death, or to be done in future, by me and my associates. In my view, the only question yet to be resolved is the amount of compensation for services performed by your father and by Mr. Rogers to be paid out of fees which may be awarded.

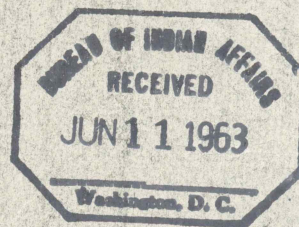
Very truly yours,



Stanford Clinton

SC:m fj
cc: Louis L. Rochmes, Esq.
Mrs. Charles B. Rogers

March 19, 1963



Stanford Clinton, Esq.
Suite 2230
111 W. Monroe St.
Chicago 3, Ill.

Dear Mr. Clinton:

Finally, and on last Friday March 15, 1963, Mrs. Rogers and I met with her attorney, Judge Robert D. Hudson, in his offices. At this conference we reviewed the pending Delaware cases, as we know them, the contract between you, my Father and Mrs. Rogers, as well as the proposed contract.

Until last Friday I had never seen or read the contract of 1955 which was signed by my Father and Mrs. Rogers on August 23, 1955 and by you on September 1, 1955 and approved by the Department of Interior on November 8, 1955. I was astonished, to say the least, to find appended thereto, under schedule B. Docket No's. 72, 202, 241, 289 and 337. At our conference in your office in Chicago in June of last year the only cases which were discussed, and of which I had any knowledge, were consolidated cases 27-A and 241; 27-C, 27-D, 27-B and 338, 27-E and 298.

In our local newspapers there was a recent article concerning an award having been made, in Docket No. 337, in excess of \$4,000,000.00. This is one of the cases listed in the aforesaid agreement but not mentioned by you during our Chicago meeting or at any other time.

It would appear, from a reading of the aforementioned contract of 1955, that no further contracts are required or necessary. We would appreciate knowing what is involved in the aforementioned Docket Numbers, their present status and any other pertinent information which you are able to provide and which was not discussed during our meeting in Chicago.

Very truly yours,

Wesley V. Disney

WVD:g
cc: Louis L. Rochmes
Mrs. Charles B. Rogers

C
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P
Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Washington 25, D.C.

In Reply Refer To:
Tribal Operations

February 15, 1963

Pritzker, Pritzker & Clinton
Attorneys at Law
111 West Monroe St.
Suite 2230
Chicago 3, Illinois

Gentlemen:

You have submitted for approval a contract executed on March 13, 1962, between the Delaware Tribe under the jurisdiction of our Muskogee Area Office and your firm for claims attorney services for a period of ten years from the date of its approval for the purpose of prosecuting the Tribe's claims pending before the Indian Claims Commission.

Those claims were previously prosecuted under contract No. I-1-ind. 18359, dated November 30, 1946, between the Tribe and Wesley E. Disney and Charles B. Rogers. Both attorneys are now deceased. That contract expired of its own terms and it is now necessary for the Tribe to contract with other attorneys to carry on the prosecution of its pending claims. However, your firm had an interest in the former contract by virtue of an assignment of interest as approved November 8, 1955.

The assignment of interest as approved November 8, 1955, came about with knowledge that your firm had claims contract No. I-1-ind. 42264 with the Absentee Delaware Tribe and that the two Delaware groups have similar, if not identical, claims filed which the Indian Claims Commission consolidated for trial purposes.

In order to continue your attorney-client relationship with the Delaware Tribe of the Muskogee Area, you submitted the subject contract for approval. The contract has been approved this date subject to the conditions that:

1. It is agreed that the 4th paragraph of the contract read as follows:

"The Attorneys shall not make any compromise or settlement of any said claims without the approval of the tribe and the Secretary of the Interior or his authorized representative."

2. It is agreed that the 9th paragraph of the contract be separated by subject into two separate paragraphs to read as follows:

"It is agreed that no assignment or encumbrance of any interest of the attorneys in the compensation agreed to be paid by this contract shall be made without the approval of the Secretary of the Interior or his authorized representative; Provided, That if any assignment of the obligations of this contract and/or any assignment or encumbrance of any interest in the compensation agreed to be paid is made in violation of the provisions of this paragraph, the contract may be terminated at the option of the Secretary of the Interior or his authorized representative and in such event no attorney having any interest in the contract or in the fee provided for therein shall be entitled to any compensation whatever for any services rendered or expenses incurred to the date of termination of this contract."

"It is understood that the Attorneys have heretofore entered into an agreement with other firms of attorneys (known as the Joint Efforts Agreement) under which provision is made for joint facilities for the investigation, preparation and prosecution of claims, joint retention of associate counsel, pooling of fees, and the like, and the Tribe approves of and consents to such arrangement and that this paragraph relates only to that portion of said agreement approved by the Secretary of the Interior or his authorized representative."

3. It is agreed that a new paragraph shall be added to the contract as follows:

"The Attorneys shall submit not less frequently than semi-annually to the Secretary of the Interior or his authorized representative and the Tribe a report of the services rendered to the Tribe for the past six-months period."

The first condition is made as it is customary that the Tribe consent to compromise or settlement. See the Opinion issued on February 11, 1960, by the Indian Claims Commission in Docket No. 225-A (8 Ind. Cl. Comm. 407). Also, the category designated as "other adjustments" is eliminated as it has been found infeasible for the Department and the Bureau to supervise adjustments other than a compromise or settlement.

The second condition is made to conform the assignment or encumbrance provision of your contract to those customarily required in approved tribal attorney contracts. The separate paragraph regarding the Joint Efforts Agreement is made so that it is understood that all provisions of the Agreement were not approved.

The last condition is made in order that the Tribe and the Bureau have information on the status of the claims.

Ordinarily, approval is not given to provisions of claims attorney contracts providing for reimbursement of stenographic expenses. However, contract No. 18359 under which your firm had an interest for prosecution of the claims provided for reimbursement of clerical hire which is construed to include stenographic expenses. Therefore, to maintain as closely as possible the status quo of the attorney-client relationship begun under your assignment of an interest in the contract and to maintain consistency, we are not raising an objection to that provision in your contract approved this date.

If you are agreeable to the conditional approval of the contract as set forth above, your acceptance should be in writing. We are sending a copy of this letter to the Area Director of our Muskogee Area Office, Federal Building, Muskogee, Oklahoma, with the request that he have the conditions of approval presented to the Tribe for the purpose of obtaining its views. By Resolution adopted by the General Council of the Delaware Tribe on September 1, 1962, the Tribe authorized the Delaware Tribal Business Committee to handle new claims attorney contracts and amendments to claims attorney contracts. Copies of the contract will be distributed upon receipt of the written acceptances of the conditions by the Attorneys and the Delaware Tribal Business Committee.

Sincerely yours,

(SGD) James E. Officer
Associate

Commissioner

cc: Area Director, Muskogee (2)

Mr. Louis L. Rochmes
1300 Connecticut Ave. N. W.
Washington 6, D. C.

H. L. McCracken
BARTLESVILLE, OKLAHOMA

October 31, 1961

Mr. Wesley V. Disney
1618 First National Building
Tulsa 3, Oklahoma

Dear Mr. Disney:

I apologize for the delay in replying to your letter of October 13, 1961 regarding the Delaware contracts. I recently took some vacation and have been quite busy since I got back to the office.

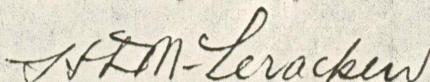
Are you aware of the agreement that was made by your father and Mrs. Rogers, Executrix of the Estate of Charles B. Rogers, with the attorney for the absentee Delawares for the division of attorney fees resulting from any awards in the Delaware cases?

This agreement was signed by your father and Mrs. Rogers in August 1955 and by Stanford Clinton, attorney for the absentees, on September 1, 1955. It was approved by the Department of Interior on November 8, 1955.

Under this agreement Disney and Rogers will receive 35% of the attorney fees and Clinton will receive 65%. It appears that this agreement fully protects the interests of the estate of Mr. Disney and Mr. Rogers in all the Delaware cases on which petitions have been filed with the Indian Claims Commission, which as I understand it include about all claims that are worth filing. I would think this would be so even though the contract with your father expired and another one was not entered into prior to his death.

The Delaware Business Committee has not as of this date entered into a new attorney contract. However, we should probably take some action on this matter in the near future. Therefore, I shall be glad to discuss the matters referred to in your letter of October 13 at any time it is convenient for you to come to Bartlesville. Let me know in advance when you plan to come.

Yours very truly,



H. L. McCracken

HLMc:br

AGREEMENT.

Whereas the Delaware Tribe of Indians has filed certain claims before the Indian Claims Commission, set forth hereinafter in Schedule A and the Absentee Delaware Tribe of Indians has filed certain claims before the Indian Claims Commission set forth hereinafter in Schedule B all of which claims have been brought on behalf of the Delaware Nation and

Whereas the Indian Claims Commission has decided one of said claims and in so far as the right to prosecute the same is concerned, held and adjudged that each of said claimants was and is equally entitled to prosecute the same and that said "causes of action must be consolidated and any recovery for such injury must be for the benefit of all descendants of the Delaware Nation as constituted in 1829 and 1854" and

Whereas the Court of Claims has affirmed such determination of the Indian Claims Commission and no appeal having been taken from such decision, the issues as to the respective rights of said claimants to prosecute the several claims set out in Schedules A and B has been fully determined and

Whereas in ~~the~~ the further prosecution of said claims or any of them, the best interests of said parties will be advanced and better protected by a unified presentation thereof, it is hereby

~~WHEREAS~~ AGREED

Between Wesley E. Disney Esq. representing the Delaware Tribe of Indians and the Executrix of the estate of Charles B. Rogers, deceased (hereinafter referred to as parties of the first part) and Pritaker, Pritaker & Clinton, representing the Absentee Delaware Tribe of Indians (hereinafter referred to as parties of the second part)

I.
The parties of the second part assume full responsibility for the preparation and prosecution of the cases listed in Schedules A and B. through all trial and appellate stages Provided that if contrary to present expectation, a conflict should arise between the interests of the Absentee Delaware Tribe and those of the Delaware Tribe, the parties of the second part shall call upon Wesley E. Disney Esq. to represent the interests of the latter tribe and said Wesley E. Disney Esq. shall then discharge that responsibility and provided further that the said Wesley E. Disney Esq. shall have the right to appear at any time and in any of the aforementioned cases and introduce such evidence and make such argument on behalf of the Delaware Tribe as he may deem proper.

II.
The parties of the second part shall assume the cost of the preparation and prosecution of the aforementioned cases to the extent to which such preparation and prosecution take place under their responsibility.

III.
Wesley E. Disney Esq. agrees to make available to the parties of the second part the results of his research of the cases and the parties agree to consult with each other fully as to the manner in which the cases are to be presented.

IV.
In case award is made, all items of expenditure in connection with travel not reimbursed out of the judgment shall be reimbursed out of the total fee allowed in the cases before division of that fee under the formula provided by this agreement.

V.
Attorneys fees resulting from any awards in the aforementioned cases shall be shared by the attorneys in the proportion of 35% payable to the parties of the first part and 65% payable to the parties of the second part, payable in separate checks by the Treasurer of the United States.

VI.
This agreement shall in no way affect the interests of the Delaware Tribes of Indians and the Absentee Delaware Tribe of Indians.

VII.
This agreement shall not take effect until approved by the Commissioner of Indian Affairs.

Date: August 23 1955

Wesley E. Disney

Date:

Executrix estate Chas. B. Rogers

Date:

Pritaker etc.

Delaware Tribe of Indians v United States

Schedule A

Indian Claims Commission Docket No. 298, 27-A, 27-B, 27-C, 27-D, 27-E.

Schedule B. Absentee Delaware Tribe of Oklahoma, Delaware Nation ex rel

W. E. Exendine and Myrtle Holder vs The United States

Docket No. 72, 202, 241, 337.

The Peoria Tribe of Oklahoma and the Absentee Delaware Tribe etc. v The United States Docket No. 289

The absentee Delaware Tribe (Greenville Treaty) vs United States Docket 338.

x

pd

U.S. Senate Official - PRO*RATE

June 24, 1963

Mr. Leland Tenney
Daily Leader
Okemah
Okla

and
Okemah Lumber Company
127 N. 2nd Street,
Okemah, Okla.

Advised Interior Department awarding \$52,790 contract for
construction of Indian Community centers in Delaware and Ottawa
counties tomorrow to Okemah Lumber Company.

Mike Monroney USS
J. Howard Edmondson USS
Tom Steed M.C.