

Nevertheless, Judge Therieau split his conservator fee with Hollowell on a 60%-40% basis, Hollowell receiving 40%. This split was admitted by both Therieau and Hollowell during interviews on December 8, 1967. Judge Therieau stated that he felt the language of the order was indeed unusual, that he interpreted it to mean that the conservator was to pay his own attorney out of the fees awarded, and that Hollowell had not submitted a bill to him for legal services. Exhibit 31.

b. Raymond C. Simpson

(1) Conflict of Interests

Raymond C. Simpson has been retained as attorney for the Agua Caliente Band of Mission Indians since March 11, 1957. His latest contract was approved by the Department on March 7, 1966. In addition to his representation of the tribe, Mr. Simpson represents individual members of the tribe and some guardians and conservators.

In 1961 a special Departmental investigative team looked into complaints involving leases made by certain Indian estates which Simpson was representing. Simpson made no secret of attempting to collect his fees from the lessees rather than from his Indian clients. He maintained that he was charging the lessees with the full knowledge and consent of the Indians he represented; that he was saving the money of the Indians; and that the Superior Court in and for Riverside County, California, approved the practice. After an exchange of correspondence, and at least one conference, the