

attorneys disclosed the shortages to the court. Work sheets in the law firm's files disclose that the firm was aware of the shortages and that balances reported in the accountings to the court were overstated. When we discussed these findings with the attorneys, they did not deny knowing of the shortages prior to disclosure to the court but contended that they subsequently disclosed the matter to the court's satisfaction and that the shortages were made up by the guardian. Exhibit 33. Details of the shortages are discussed under Section II. C.3 ., p. 36 , infra.

d. John P. Carroll

In the Estate of Elizabeth Ann Welmas, John P. Carroll, the attorney for the estate, asked for a total fee of \$250 for filing Supplemental Agreement No. 5 to the Palm Canyon Country Club lease and for preparing the second accounting and drafting an order. The Department's amicus called attention to the fact that Mr. Carroll had received from the lessee a payment of \$150 for obtaining Supplemental Agreement No. 5; that this service, therefore, should not be considered in justification of his fee request; and that he had placed himself in a conflict-of-interest position by accepting a fee from the lessee at the time he was representing the lessor. The matter is under submission to the court. Exhibit 27.

e. Saul Ruskin and Thurman Arnold

Saul Ruskin and Thurman Arnold, attorneys for two lessor Indian estates, received fees from the lessee for ex parte orders authorizing amendment of the Palm Canyon Country Club lease,