(3) From the information available to us many of the guardians and conservators were practically told by the Judge to form this organization and have done so as a result of his direction. In addition, they have enlisted their wards as members and where money was available, dues were paid; those without money were subject to the assessments referred to in the preceding paragraph so that they would be required to pay the money when it was available. Why has the Bureau of Indian Affairs neglected to investigate this condition when they are not only fully aware of its existence, but have even mimeographed materials for them at government expense? Copies of letters concerning dues and assessments are appended hereto for the record.

(4) The Superior Court has provided no program for the education of wards or conservatees so that upon reaching a certain level of maturity the Indian would be in a position to handle his or her own affairs. This has been graphically illustrated by petition filed by Indians who have felt they had reached a stage where they could manage their own affairs, and the Superior Court has denied the petition on the ground that the Indian must first acquire special qualifications, but then neglected to establish any educational programs which could one day permit the termination. This, of course, leads us to the question as to how a member is ever to learn if he or she is never given the chance. On this point, it should be noted that a policy of consulting with parents concerning the sale or leases of the children's trust lands would help since the parents have more contact with the children who should be assisted concerning the scope and extent of their estates.

(5) The record discloses what appears to be a preferential treatment by the Superior Court in favor of the City National Bank. Other banks located in Palm Springs, including the Security First National and the Bank of America, have received only one or two appointments as guardians while the City National Bank has received ten or twelve with most of the appointments being made before they even opened a branch in Palm Springs. A special fact pertaining to the appointments on behalf of City National Bank is that Mr. Charles Z. German, the former director of the Palm Springs Indian Bureau resigned his position as director and immediately became the new Trust Officer in charge of these guardianships for City National Bank. The attached list of guardians and conservators supports this fifth grievance.

(6) The City National Bank has expended the sum of approximately $28,000.00 to publish a brochure pertaining to Indian lands, which has been mailed throughout the country with copies going to the local Indian Office and to the Central Office in Washington, D.C. of particular interest and importance with respect to this item is the fact that Indian estates under their conrol as guardian or conservator were in fact assessed to aid in payment of this particular brochure.

(7) The City National Bank refused the request of a member to build a home on his Indian trust property, but then offered to increase his monthly allowance to permit him to buy a home on non-Indian land, as has been done in several instances during the past, where he would then be liable for taxes.

(8) The Bank of America in its capacity as guardian for a minor member of the Tribe sold twenty acres of land for a purchase price of more than $100,000.00. The parent of the minor later read the newspaper and learned that an additional ten acres had been sold for the same minor despite the fact that the minor did not need any more money and was very much distressed as she had no knowledge of any such sale. This, of course, was done with the approval of the Superior Court and with the approval of the local office of the Bureau of Indian Affairs. Why was this permitted?

(9) A sale of Indian land for approximately $100,000.00 took place without any consultation or discussion with the Indian allottee. Out of the proceeds the conservator extracted his fees and then proceeded to loan the balance to another source without considering the Indian allottee's wishes or needs.

(10) The Superior Court has made orders for the payment of real estate commissions by the guardians or conservators of Indian estates where real estate brokers never have had any contact whatsoever with the guardian or conservator. Under existing state law it is mandatory, if a real estate broker desires to recover a commission, that he establish that an agreement with the person requesting services had been made in order to comply with the statute of frauds that the agreement be reduced to writing. Despite this requirement the Superior Court has made orders for payment of the commission contrary to existing state law. Furthermore, under existing Federal law, such as Section