

understanding, so if you will please do your best to answer the questions that are asked in the abstract, although all the questions do relate to information that is contained in the task force report, and I might say that the information is contained usually in critical fashion, so I would like to ask you questions in the abstract to find out just what your opinion is of certain practices.

Mr. SCHLESINGER. Be happy to do so, Mr. Tunney.

Mr. TUNNEY. If you should prepare a lease, should your fee depend on the complexity of the lease, or on the amount of money involved?

Mr. SCHLESINGER. Our practice has been in Indian matters, and this has been consistent since, I think it was 1964, that all fees are based on an hourly charge. We have not looked to the complexity of the matter, we have not looked to the amount involved. Our services have been strictly on an hourly charge. This was not clear, I think, until either 1963 or 1964, but this is now what is done normally, unless this is the arrangement which is made with the client.

Mr. TUNNEY. So, it depends on the arrangement that is made with the client as to whether you charge on an hourly basis or on a percentage basis?

Mr. SCHLESINGER. That's right, but in the Indian matters, it's always been on an hourly basis.

Mr. TUNNEY. In your case?

Mr. SCHLESINGER. Yes.

Mr. TUNNEY. And, do you have any opinion as to whether or not this was standard practice, this is the understanding in the bar in the area or was this just your own particular determination? Did you talk to the judge about it?

Mr. SCHLESINGER. Yes; we talked to Judge McCabe and Judge McCabe made it very clear—and Judge Brown following him—that he wanted the attorneys to perform attorney services when leases were involved or other documents and he wanted an hourly charge, and Judge Brown has preferred this schedule which we have always supplied of exact hours, dates, and we do keep very accurate time of this, and have done it that way. It's not that it's necessarily the fairest way, but it is the way that the court has wanted it, and it's been the simplest way, I might add, in certain of our Indian matters and, of course, we have had criminal and domestic relations and other things involving the ward other than lease matters and property matters, and in these matters we ask the court, specifically requested the court for approval of these fees because they are not on an hourly basis, but that is the exception, not the rule.

Mr. TUNNEY. In a lease similar to one prepared previously should the attorney's fee be less if the work has already been done once before?

Mr. SCHLESINGER. Our answer would be the same, that it's hourly, so it would obviously be less, since something that has been done before, you can do more easily the second time.

Mr. TUNNEY. What percentage of the lease may be filled in by using a form in these Indian estates? In most of the work done by utilization of a form book, or does it take a great deal of ingenuity and imagination in preparing these leases, from your experience?

Mr. SCHLESINGER. That's not a yes or no question. Having written the only form book on the subject, I can say that I haven't used it very