

Mr. EDMONDSON. Let me direct your attention at this time to a document which I understand you filed, a pleading, July 6, 1966, in the matter of the conservatorship of the estate of Anthony Joseph Andreas, Jr., in which attorney's fees are listed and a charge is made over the signature of James Hollowell for an attorney fee in the amount of \$4,000. This item appears:

Said lessee, K.D.E.S., Inc., later found it necessary to require a non-exclusive easement for the purpose of ingress and egress to the K.D.E.S., Inc., lease premises. Attorney prepared Petition, Order and attended hearing concerning same.

Mr. HOLLOWELL. I know what's bothering you, sir. I had trouble with Mr. Cleary on this. Mr. Andreas owned a large piece of property. KDES only leased a small portion of it. Prior to the lease agreement that the landlord had with KDES, Andreas' estate would bear the cost of any rights-of-way from the tower site on the Andreas property through the remaining Andreas property that was not leased. Then, after we got up to the dividing line on his unleased parcel, we had two other Indian estates to go through to reach Vista Chino Street, so it is slightly confusing. A small portion of this big area was leased, I'd say one this large, and we had to give rights-of-way to KDES through the unleased portion and it was my burden to pay them from the estate.

Mr. EDMONDSON. Did you perform services for the Andreas estate in connection with the KDES right-of-way?

Mr. HOLLOWELL. Yes, sir. We had a —

Mr. EDMONDSON. And, you charged the Anthony Joseph Andreas, Jr., estate for this service?

Mr. HOLLOWELL. Through his own property.

Mr. EDMONDSON. And, is that a different service than the service for which you billed KDES for \$3,500 and later reduced your fee to \$500?

Mr. HOLLOWELL. Yes; certainly, definitely.

Mr. EDMONDSON. Would you tell us what, although you were not the attorney for KDES, what you billed them \$3,500 for doing?

Mr. HOLLOWELL. It would be hard without my files, but briefly this, the attorneys were not familiar with the Bureau procedure. They had me sort of running errands, they needed rights-of-way through these other estates. I helped them with those. The thing took about a year. I have a tremendous—certainly a thick—an inch-thick file of all the correspondence. KDES attorneys called me on the phone, saying "Jim, do this, do that," because from the very outset, KDES said "Take care of everything, Jim. This is the only tower site we can use and it's available and we'll take care of any extra costs."

Mr. EDMONDSON. So, this is not an accurate statement that you were not the attorney for KDES. You were, in effect, acting as attorney for KDES?

Mr. HOLLOWELL. Not officially, no. I was told by my conservator to do whatever was necessary to get the lease. KDES, through their attorneys asked me to help.

Mr. EDMONDSON. Who were you working for, the Indian estates or KDES?

Mr. HOLLOWELL. For the Indian estate. We wanted that lease.

Mr. EDMONDSON. Then, why did you bill KDES?