

Mr. HOLLOWELL. Because they said to. They would pay for these extra services.

Mr. EDMONDSON. And, you did not see any problems in accepting a fee from KDES when you attempted to get the best possible deal for your Indian clients in connection with what was paid for the right-of-way?

Mr. HOLLOWELL. Not in this case because both parties knew it, and it was a good lease, and I drew the lease. I will agree with Mr. Schlesinger where he said in regard to duplication, what he said. The redtape involved in getting an Indian lease through is just monstrous, and I went through that redtape whereas their attorneys were not familiar with it.

Mr. EDMONDSON. Who do you think your responsibility was to in this situation, the Indian estates or KDES?

Mr. HOLLOWELL. Definitely to the Indian estates. Now, I am in the same situation on those rights-of-way being paid by the gas company and the electric company.

Mr. EDMONDSON. Are you telling me that this is a general practice in this area, for lawyers to accept fees from both sides in matters that involve two parties?

Mr. HOLLOWELL. It's not always a general practice, but I certainly have run into it. I run into it in a divorce situation almost daily, and many times I have two parties in my office and only one party pays for it. The way I feel, the minute I got out of law school and the minute I went into practice of law, I faced a conflict of interest every day in the year, and I think you have to wrestle with each one as it comes up and decide whether there is a conflict, and I might go along with what Cox says in this instance, a possible conflict. What we are saying is, there was none.

Mr. EDMONDSON. Let me ask you—

Mr. HOLLOWELL. When I'm seeking a husband to pay attorney's fees, it's anything but a happy situation, and I have to do this almost daily. I shall furnish a supplemental statement giving the details about the KDES lease.

(The supplemental statement and information for the record follows:)

SUPPLEMENTAL STATEMENT OF JAMES HOLLOWELL

In the third and fourth paragraphs on page 28 of the Final Task Force Report, there are certain statements and allegations in regards to radio station K.D.E.S. and myself. In a telephone conversation with Mr. Lewis Sigler prior to the May 31 hearing in Palm Springs, attorney Henry Cleary was cautioned to not go into too great a detail in his and my statements at the May 31, 1968 hearing. Mr. Cleary and I interpreted this as a reasonable requirement to keep our testimony to the "meat of the matter" and leave our detail. Inasmuch as there were no exhibits in regards to the K.D.E.S. matters on page 28 of the Task Force Final Report, which indicated any misconduct whatsoever on my part, neither Mr. Cleary or myself prepared statements or were prepared to go into this matter. Page 28, as far as we were concerned, contained nothing but conclusions without evidentiary basis.

I am more than happy and pleased to submit the following detailed explanation; this opportunity having been given to me by the Chairman of the Palm Springs Committee on May 31, 1968, after the Committee went into this subject in detail, and I was not prepared with exhibits or a statement.

Attached hereto and incorporated herein as Exhibit "A", is a section map indicating three parcels of property owned by three different Indians: 33E . . . Guardian is Security First National Bank, attorney is Saul Ruskin; 32E . . .