

My next letter of June 3, 1966 to the attorneys for K.D.E.S. is a transmittal letter wherein I sent my final billing. The next letter of December 9, 1966 from the attorneys for K.D.E.S. and my letter of December 28, 1966 to said attorneys, are supplied only for the sake of continuity.

The next letter of December 30, 1966 from the attorneys for K.D.E.S. clearly indicates that there was definitely then a disagreement or misunderstanding as to what K.D.E.S. was to pay for.

My next letter of March 13, 1967 to the attorneys for K.D.E.S. spells out in detail my contentions in regards to this matter. My letter of April 10, 1967 shows that I was still pursuing my original understanding of who was to pay for what fees. Please note that my last letter of April 10, 1967, which is the last correspondence in regards to fees, was just one month prior to the investigation instituted by the Secretary of Interior during the middle of May, 1967.

I can certainly understand why the attorney on the 33E parcel only charged \$250.00. As can be indicated from the correspondence, he was supplied with my petitions and documentation and was able to spend a minimum of time, and in essence was able to copy my work since his estate and that of 32E involved only different legal descriptions and the name of a different Indian owner.

There is no further correspondence in regards to these matters. During the first part of June, 1967, one of the attorneys for K.D.E.S. visited my office. This was approximately two weeks after the public announcement by the Secretary of the Interior in regards to the accusations against the guardianship/conservatorship program, and the full-scale investigation. Please refer to the publicity file for that several weeks, and you will be able to see the tremendous amount of publicity and notoriety given to this matter. When the K.D.E.S. attorney came to my office, he quite frankly stated to me that in view of what was happening, I could not afford a lawsuit with them, and that although he did not like having to approach me under the circumstances, it was his duty to have the matter resolved. The attorney then directed me to the language contained in the K.D.E.S. lease under "Easements and Rights of Way", which I have already hereinabove quoted, and stated that it was their contention that in regards to all of my work in regards to rights of way over the Andreas property, 48E, that this cost must be borne by Andreas. I pointed out that the provision contained in the lease did not spell out the matter of attorney's fees and incidental costs, but the attorney assured me that this was the stand that they were going to take even in view of the correspondence which is attached hereto as my exhibit. Reference was made several times by the attorney to the inadvisability of adverse publicity, which would result from a lawsuit in view of the Federal government's investigation. To put it simply, gentlemen, I got the message!!!

I then talked to the attorney about all the other miscellaneous services in expediting, even in the matter of the 33E property in which I was not the attorney, and I was again confronted with the same reply and insinuation.

The attorney did state, however, that K.D.E.S. would pay \$500.00 for the work done in the Eugene Segundo estate, 32E. In view of the earlier remarks made in reference to the Federal government's investigation, I again "got the message".

Again referring to page 28 of the Task Force Final Report, I do not see how the scrivener likens this \$500.00 to a similar \$500.00 charge in any other estate. I received no fees whatsoever from the Segundo estate in regards to 32E, and so stated in the petition. The only other estate involved was that of the landlord in the K.D.E.S. lease.

I should insert here that I received the \$500.00 from K.D.E.S. and deposited same on June 6, 1967.

I turn now to the Fourth accounting and the Supplemental Fourth Accounting and Order in the estate of Anthony Joseph Andreas, Jr., which is exhibit 26 in the Task Force Final Report, and which is referred to on page 28 of the Task Force Final Report. The last paragraph on said page 28 states a conclusion alone, without any basis in fact.

My Fourth Accounting in the Antony Joseph Andreas, Jr. estate had a cut-off date of March 31, 1966. Please note that it is dated June 30, 1966, and that the required copy was mailed on that date to the Bureau of Indian Affairs in Palm Springs. On both the correspondence side of my files and the legal document side, papers are filed on top on either side. In other words, in any file, the oldest filings are on the bottom, and the newer filings are on the top in reverse chronological order.

When I appeared on the Andreas accounting in April of 1966, the probate judge pointed out that I had failed to list or itemize each of my legal services.