

was trying at one time to formulate a minimum fee for Indian estates. I do not charge time for an unsuccessful lease, and I'd say for every successful one, I have two unsuccessful ones. I'm willing to speculate along with my Indian clients on that basis for him. I do not charge for all the fruitless lost time. When I do obtain a good lease, I would expect to obtain a larger fee. Bob and I use two different systems.

Mr. TUNNEY. Well, you indicated in your prepared statement on page 6, that—

It was my practice in the year 1963 to file an accounting specifying the number of hours I had devoted to the particular estate and to request compensation on an hourly basis.

I assume then, from your remarks that you changed your basis of fixing fees after 1963?

Mr. HOLLOWELL. Actually, no. The policy in regards to lease fees I acquired from Judge Therieau and it's always been the policy. I did, in those early years, keep track of the charged hours for miscellaneous work. Under the present system now, when I file my accountings with the court, I specify each item of work and either set a unit price, say \$150, or hours, depending on whether it was conferences, so basically, I have not changed. Always, on a lease, I've been speculating with my Indian clients on success.

Mr. TUNNEY. And are they aware of the fact that if the lease negotiations are unsuccessful, that they are not going to be charged a fee, and if the negotiations are successful, there's going to be a percentage?

Mr. HOLLOWELL. I believe so, because I've talked this over with everyone including brokers, complaining basically, that I put in so much work and so many leases have gone under. I believe they know that.

Mr. TUNNEY. Do you ever charge on an hourly basis if the lease is not negotiated?

Mr. HOLLOWELL. No, sir. I am strictly speculating on success.

Mr. TUNNEY. If the lease is similar to one prepared previously, should you receive less compensation since the work has already been done once before?

Mr. HOLLOWELL. There again, I'll have to give you a lawyer's-type answer. The Bureau has, I think, sincerely tried to come out, and they have over a period of years, with a form lease. About the time that form lease is prepared, we are throwing away half the pages and starting all over again, with the exception of the Sunquitz leases where the fee is put in it. In every instance, every promoter is different, every developer is different, and you actually are hammering out basically nine-tenths of the matters with a new individual and it's different, although—no, I can give a better illustration where there was no charge. The Seven Lakes lease which I drew up, took about a year of preparation. The promoter did not know exactly where he was going. He jumped from one piece of property to another. I drew the lease, it was approved, and the court awarded a fee. Along came Seven Lakes again, they wanted to pick up an extra adjacent piece of property. They did this because—by supplemental agreement which only took up a couple of pages, added the additional property and changed the amount of the minimum rent. No fee, because they didn't need my services. It was a very simple document, and the Bureau drew it up, if I remember right. This does happen.