

Mr. EDMONDSON. Would you detail in what respect it does not?

Mr. CLEARY. Yes, sir. Following exhibit 11, which is the policy memorandum, the report states: "For example, in the estate of Vincent Gonzales, Jr., Judge Brown allowed a \$28,000 fee to attorney Hollowell during the fourth accounting period which appears to have been calculated on the basis of the amount a licensed real estate broker might have charged." There is nothing in exhibit 12 which would indicate any basis for Judge Brown's determination of this size of the fee.

Mr. EDMONDSON. I haven't located in exhibit 12, the \$28,000 allowance.

Mr. CLEARY. I don't have a copy of that. My copy does not include court files.

Mr. EDMONDSON. I don't see a \$28,000 item myself.

Mr. CLEARY. It's appearing on page—it would be the third page, \$26,000 item page 3, the item immediately above the \$2,000 for modern land lease.

Mr. EDMONDSON. For what?

Mr. CLEARY. Modern land lease. Approximately half way down, the first asterisk. Total attorney fees \$2,800, \$2,000 of which was for modern land lease. The next item was \$26,000 for the same lease, thus making a total of \$28,000.

Mr. TUNNEY. You say, on its face, it does not appear to substantiate this charge made?

Mr. CLEARY. Right.

Mr. TUNNEY. The charge in the report.

Mr. CLEARY. It doesn't show how it was computed, and yet the report attributed it to having been concluded on the basis of a comparable real estate broker's fee.

Mr. EDMONDSON. May I ask what the standard is that is recited here, "\$6,000 from 2d yr. rent, \$10,000 from 3rd yr., \$10,000 from 4th?" Is that something that is standard for the attorneys to charge on that basis?

Mr. CLEARY. No, sir; it isn't, and I have to explain, this is one of the areas where down by the trial-and-error method. When we started out, the Indian in nearly every case, had no funds or had very, very few. If an attorney or conservator effected a lease wherein he earned a rather large amount of fee, it would obviously be impossible for the Indian to pay that fee, or rather, for the estate to pay the fee, because the estate didn't have any money.

Mr. EDMONDSON. Was this a case in which Mr. Hollowell was acting as conservator or as attorney?

Mr. CLEARY. I don't know that. You'd have to ask him, but the answer—

Mr. EDMONDSON. It says: "Allowed a \$28,000 fee to attorney Hollowell."

Mr. CLEARY. Must have been acting as attorney.

Mr. EDMONDSON. It does not identify him as a conservator in that case, and it's not very easy to tell from this document, but he has claimed specifically, attorney's fees at various points in this same item.

Mr. CLEARY. The guardian was apparently claimed by somebody else, therefore, Mr. Hollowell was acting as an attorney.