

Mr. CLEARY. Well, the matter of portion, the matter of harmonious agreement on the amount of the fee, I don't think I can comment, because obviously, on the \$3,500, there was some disharmony, but on full disclosure, let's assume we have three parcels of land, each land adjacent to the other. On parcel A was to be situated the radio tower. In connection with the lease of parcel A, a portion of parcel A, the lessor agreed to pay the cost of obtaining rights-of-way across parcel A, the remaining portion of parcel A; therefore, Mr. Hollowell obtained rights-of-way, general rights-of-way for use by the radio station across the remaining portion of parcel A. That was part of the lessor's responsibility. The lessor paid Mr. Hollowell for the obtaining of the rights-of-way, or the establishment of them, and going to court and getting court approval. Mr. Hollowell charged his landlord, or his client, for the KDES rights-of-way. That appears in his accounting.

Right next to parcel A is parcel B, across which radio station KDES needed a right-of-way. There was no obligation on the part of the lessor to acquire that right-of-way. Some other person owned it, but the right-of-way still had to be obtained in order for KDES to operate. Their attorney then asked Mr. Hollowell to assist in obtaining that right-of-way across parcel B, and the same situation applies to parcel C, and parcel C, then lies on Vista Chino. Therefore, Mr. Hollowell charged his client for obtaining KDES rights-of-way, obtaining approval of right-of-way across parcel A; Mr. Hollowell charged KDES for obtaining rights-of-way across parcels B and C. There was no duplication of work, there was no duplication of fees.

Mr. EDMONDSON. No conflict of interest?

Mr. CLEARY. No conflict of interest for the simple reason that in obtaining the rights-of-way across parcels B and C for KDES, Mr. Hollowell was serving the interest of his client for the simple reason that every time a tenant goes down or goes under, the landlord suffers, and therefore, by working for KDES in getting the right-of-way across parcels B and C, he was assisting KDES to put into effective use the lease that they had with Mr. Hollowell's client.

Mr. EDMONDSON. The thing that really bugs me about this situation is, how can you negotiate for both sides in a transaction when you are trying to acquire something that is held by one side for the benefit of the other side, and how can you represent both of them and collect from both of them when it is a question as to how much is going to be paid for that right-of-way?

Mr. CLEARY. I'm sorry, sir; there is no negotiation involving Mr. Hollowell's client. You see, the owner of parcel A had to give the right-of-way to KDES. Now, there was no negotiation involved there. It's part of the lease. At this point, Mr. Hollowell was not charging KDES anything, was not representing KDES, had not involved KDES in any way, because KDES was represented by their own attorney. Presumably, the conservator negotiated with KDES on terms of the lease, and as far as the right-of-way across parcel A, Mr. Hollowell was still representing exclusively his Indian client, his conservator client.

Then, after the lease had been executed, and before the next accounting period, KDES then in a position of being a lessee, then said, "We need rights-of-way across parcels B and C." Mr. Hollowell did not represent the owners of parcels B and C. Mr. Hollowell then—if