

Healing vs. Jones, Def. Ex. 552

Wilmington Federal Records Center. Bureau of Indian Affairs. Field
Records. Navajo Service, Window Rock, Ariz. FRC No. 73024, File 060
"Hopi-General."

[La Farge to Crawford]

647 College Street,
Santa Fe, New Mexico
July 5, 1950

Mr. James D. Crawford
Superintendent
Hopi Indian Agency
Keams Canyon, Arizona

Dear Mr. Crawford:

You asked me for any suggestions I could make about your present
problems with the Hopis. On the strength of this I am taking the liberty
of writing you this letter, in the hope that it may be helpful.

Now that I have had time to think over the various conversations I
had during my brief stay among the Hopis, and to go over my notes, I find
it clear that a great many Hopis are under the impression that the Indian
Claims Commission might award them land. I find this also strongly
implied in certain passages of the minutes of the Tribal Council, which I
read at leisure at Window Rock.

I notice that there is a great deal of reference to this Commission
as the "Land Claim Commission." The prevalence of the term is, of
course, a deception in itself.

As you know, even if the Hopis had a valid claim, the Claims Commis-
sion can only award cash damages in compensation for a failure or wrong
action on the part of the United States Government. Acceptance of such an
award by the Hopis would have something the effect of giving a quit-claim
to present occupants of the land, which of course would be a violation of
their tradition and might require them to abandon their ceremonies.

As you and I agreed when we discussed this matter, the Hopis believe
that they have two possible claims. The first of these is the ancient,
traditional land claim, which varies from village to village, and is
essentially a ceremonial matter. I do not believe that the Claims Commis-
sion or any court would entertain that claim for a moment, since it is

EXHIBIT 46a

Docket 229 (Navajo)
Plaintiff's Exhibit No. 76

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based upon aboriginal occupancy which was abandoned centuries before the establishment of American sovereignty. Much of the land embraced in this claim has been occupied by other tribes of Indians since well before the coming of the Spaniards. It is inconceivable that the loss of this land could be the cause of a claim against the United States Government. If there is any ground for a law suit at all, it is a suit between Indian tribes concerning possessory rights and not a matter for a Claims Commission. Even so, I think it has no substance in our law, and believe you will agree.

The other possible claim is equally tenuous. It is based upon the highly technical argument that the Navajos were not settled upon the executive order reservation, but were merely allowed to enter upon it through neglect, and that this passive attitude of the Secretary of the Interior constitutes enough of a failure to protect the Hopis' rights to form the basis for a claim. The argument is extremely doubtful. Further, since in almost all cases the Navajos can show occupancy which to my own personal knowledge extends back more than twenty-five years, only a possible few acres of actual land could be recovered if the claim were upheld.

More important -- if by any chance the claim were upheld, the greater part of it would result in an award of damages, and once again in accepting this award the Hopis would be relinquishing their claim to the land as such, with the results I have already stated.

I feel that it is extremely dangerous to allow the idea of the "Land Claims Commission" to continue as a reason for maintaining the Tribal Council. In the end, this idea will result in a violent disillusionment which will completely discredit all those who have been active in reviving the Council, and may well make it impossible for an effective tribal council to be organized again for at least a generation.

I know that you have furnished the villages with copies of the act establishing the Claims Commission and other technical material on the subject. In most villages there is no one capable of fully understanding these documents. A much more forceful presentation of the true facts is needed.

There is further the serious danger that not only the proponents of the Council, but you yourself will be associated with the false hope, which in the end will result in rendering your position untenable.

EXHIBIT 46b

Docket 229 (Navajo)
Plaintiff's Exhibit No. 762

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I urge you most strongly to see to it that every village is fully
informed immediately as to the true nature of the Indian Claims Commis-
sion, and is relieved completely of the idea that any possible recovery of
land is a reason for maintaining the Tribal Council. I feel so strongly
about this that I am myself writing to this effect to certain Hopi
leaders of my acquaintance.

I enclose a copy of a letter to Mr. McNickel concerning the Sollici-
tor's ruling on Moenkopi organization.

Please accept warm thanks from Mrs. La Farge and myself for your
hospitality and give our regards to Mrs. Crawford.

Yours sincerely,

Oliver LaFarge

OLF:cl
enclosure
cc: Mr. Allan G. Harper
Mr. D'Arcy McNickel
central office

EXHIBIT 46c

Docket 229 (Navajo)
Plaintiff's Exhibit No. 76



MEETING WITH MEMBERS OF SHIPAULOVİ VILLAGE AT TOREVA DAY SCHOOL

MAY 9, 1951. SAMUEL SHING, INTERPRETER. (Thirteen members from Shipaulovi present)

Supt. Carnal: It is getting well along in the morning so I think we had better start our meeting. I imagine some of the other boys will be coming in later. As you people know, for some time a number of the Hopi people have been considering the possibility of hiring an attorney to represent them and probably file some claims they may have and possibly other matters. Mr. Boyden from Salt Lake City was recommended to us as being a good prospect that the Hopis might be able to employ. Mr. Boyden was contacted in regard to this and he stated that he would be glad to come down sometime and meet with the Hopi villages and discuss the possibility of working up a contract with you. He made two trips to Washington and talked to them there about the contract. I believe you people have discussed the contract somewhat and each of your villages have had some things explained to you previous to our meeting today. There is no doubt that you have some questions in mind that you would like to ask and I am sure that Mr. Boyden will be able to answer these for you, so at this time I would like to present to you Mr. John S. Boyden, attorney from Salt Lake City, who will speak to you and give you a chance to speak to him and ask him questions.

Mr. Boyden: I am glad to be here and I have gone far enough with this in looking up the possibility of presenting your claims and all and I am convinced that you have some wrongs that have been committed by the United States Government during the history of the Hopi, since this country was taken by the United States from Mexico by treaty and for that reason I think we ought to file a claim, and in order to be sure that we would be all working together I felt that we should meet with each of the villages and have them consider the prospects of hiring an attorney and also

EXHIBIT 47a

appoint a couple of people from each of the villages to sign the contract. So that we would not have any delay in finishing a contract I took the matter of the proposed contract up with the chief counsel and the Commissioner of Indian Affairs of the Indian Bureau and they made one suggestion different from the contract I originally sent down and which Sam has talked to you about. That provision is a further protection to you, so if the old contract was all right this new paragraph would meet with your approval. Now the contract that you have discussed before, of course, provided that any fees that we should receive must be paid out of what I will recover from the government. If I am unable to recover anything I will not get paid anything. If I do recover anything I will get paid according to the decision of the court or whatever the Commissioner decides, but not more than ten per cent. I have certain expenses, that is the cost of filing and printing briefs and certain other expenses in connection with the work which are to be paid by you people provided you have the money in the U. S. Treasury. Of course, I knew that you did not have that money and we were going to have to get that somewhere because you will have to finance a great proportion of this, but when we discussed this with the counsel for the Commissioner he thought I ought not to take money in the treasury right down to nothing. I did not intend to do that and I had no objection to their putting in that paragraph. You have, as I understand, \$3000.00 in the fund, so I consented to say that if I ever wanted to use for your claims money when you had \$ 500.00 or less in the treasury that the authority under the contract would not be enough. I would have to come back to you, or if I ever spent more than \$2000.00 in any one year I would have to come back to you and get your approval before it was spent, so that is the new provision that has been added and that is in the contract. Now, I wanted all of the villages to hear what it was about to be sure that we were all working together and wanted to present a claim. This contract is limited to claims against the government. Many people have asked me to represent them under a general contract to do other things for you and I

sincerely hope that can be worked out. I am sure I would enjoy it. However, the claims commission contract is a separate contract from the other and I have followed pretty generally the form of contract that the Indian Office would approve. Some changes have been made and I agreed on those changes. Now in order to get the kind of cooperation we need we have to all work together and all have to want to recover from the government these claims, and we all must want to do our part so that is why I asked each individual village to consider this matter to see if it is what you want, then I will know that you want me to do the work for you. Last evening we met with the three consolidated villages of First Mesa. They all approved this and authorized two people to sign the contract so I feel good about the action they took. Now I want to know what you folks want to do so that is why I am here today to see how you feel about going ahead with these claims against the government and if you want me to present the claims under this contract. That is what we have to decide today. Now I want you to know what we are doing and I want you to understand all about it. I know you talked about it before but if there are any questions you want to ask me about the contract or what we intend to do under that contract now is the time to ask.

Samuel Shing: They selected Hale Secakuku and David Talwiftema to sign the contract.

Mr. Boyden: Do you feel that your village understands and is ready to go ahead with this action?

Hale Secakuku: I think so. We have been waiting a long time and we would like to take this chance now. Isn't that right, David?

David Talwiftema: Yes.

Hale Secakuku: Do you all think you understand what this is about? If not, now is the time for you to ask any questions.

Frak Masaquaptewa: Now, I think I want to speak a little before we take further consideration of the contract. He said that the theory or agreement that our elders, my uncle, have left with me have been constantly preying on my mind for a

long time as they had left this part with me that the area which is designated would be exclusively for the Hopis was already set aside. Back in their days this was done in the general council and I believe all Hopis know about it and this was done before there was a white civilization among us although the white man was here and supposedly knew about it because some of the various villages were represented and gathered and met and agreed on a certain area and I have been presenting this time and again to different sources, but now I want to present it to Mr. Boyden for his opinion as to what he might think about it. This area, as I understand, as agreed upon by our white brother and maybe Hopi people is an area that lies commencing from Navajo Mountain bounded on the north by the Grand Canyon and then south from that place across the country where there is a small mountain area and east right over to the San Francisco Peaks, making a line toward Clear Creek, of course, that takes in the Winslow area; from Clear Creek going east by Holbrook to a peak. A peak that is in the northeast nearest to Holbrook and from there again northwest of Ganado up to the point that we call Red Hills and then it follows that contour from there north until it hits the Salina point and from there it follows the way of the formation of the cliffs and the rugged area north until it again goes over the mountains and makes its direction toward Navajo Mountain again. Now this was laid down to us by these people that made this agreement, some of those people were my uncles and it was put to us that whenever the time comes that the white man would come to talk about our land -- about the claims -- that all we had to do was designate to him the area that was set apart for us because there is supposed to be a document of the agreement in the records and the white man will know it because he knows where the records are. He said that unless we had approached the time in confusion we may designate a different area which would be possible that our area lies beyond this designated area but it was made known that it would be impossible to secure anything beyond this area because this had already been done and recorded and even though up to

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this time that may be within that area living other Indians like the Navajos and other people like the white people and there would be communities set up like Winslow and again stressed the fact that in order to secure the area for the Hopis exclusively now that would not be barred from this area but be given the same privileges right in this area in order that we would not meet with any trouble. But if we refuse these people trouble would arise but it was made known that if the time comes let us give these people the same privileges because after it is defined and recovered it would mean that they would have to be administered under the same setup as we are, and the Navajos would have to be subject to Hopi administration, then when that time comes it would be their own privilege as to who wished to remain but they would have to be subject to the Hopi reorganization and at their own free will if they wished to go back to their people which would eventually clear themselves out and this would hold down the trouble. They would not have to have trouble with them and then it would be up to the white people whichever way they decided since they are decided upon by our leaders. If they decided to remain then they would have to decide whether from that time on they will have to pay to our people in order that they may have the right to stay in this area, which I might say, of course, it is something that our people do not take too much interest in because we do not want to be the people to be paying, but we wish to be free at our own will and now this has been made known to me, as I have said, has been constantly on my mind and I want to ask Mr. Boyden if I have made clear the area that has been designated as ours and if he feels it is possible to make a claim on this basis. I would forever cease to think about this if it is possible for him to make our claims on this basis, and if he can then I would be overjoyed. Since this area has been set aside by the general council I feel we can consider it. I know that a majority of the Hopis have a knowledge of it. You know as well as I do that the Hopi people will not consent to this as I might say one hundred per cent because it has already been known to us and there is not anyone

authorized to make any convictions in this area; therefore I feel this way in order to agree on this area, we have had at that time a delegation from First Mesa, a delegation from this mesa, and a delegation from Oraibi who represented the Hopi people in confirming and agreed to this area; therefore I feel that to again sanction this area it would be necessary to call the leaders from these three villages and assemble in one set place to review and agree upon this area, so I want to know from Mr. Boyden what his opinion would be toward my mentioning this area that was set apart by our people at that time.

Mr. Boyden: First of all, it is very difficult to know exactly just what area we can claim belonged to the Hopi people, because it will all depend on what we can prove. However, since some of you people have asked me to come out here I have become interested in this and I have been working on it. I have located several old maps -- one I do not have with me, but it was one I found and had a copy of it made in Washington when I was there the last time. This map is quite similar to the one I located and have here with me. However, what we will claim finally will depend upon what we can prove. We have to have documents, and old maps, to prove what land you occupied since it came to the possession of the United States. You must have possessed that land exclusively of other Indians. We cannot claim land we occupied as Hopis before the time the United States took this land over from Mexico. The Indian Claims Commission Act provides that we can sue the government or obtain money for wrongs they have done to the Hopi people by taking land. If we recover certain land we cannot be paid for it. I know that you want the land that has been taken from you -- I will never forget that. If land was taken from you legally under the rights of the United States then we are entitled to get paid for what they took. I want to show you one map which shows that in 1851 when a colonel of the Army and a captain and a lieutenant made a reconnaissance of this area, they found certain Indians in certain places and you will see here that they found the Moquis, which is the former name for the Hopis, in this area. Here it indicates

that the one side on the west ran along the Little Colorado. On the other side it shows the mountains going up past Fort Beliance. Now at that time you still occupied territory up to the San Juan and the first range of mountains north of the San Juan. I do not know if we can prove that but this is some evidence that you were here. Here it also shows the Navajos to the east, the Yumas to the west and other people, the Apaches, to the south, and the Paiutes were clear over in this corner of the map, and whether any of these tribes occupied any of this territory is what I am trying to find out, but I cannot tell you whether we can prove these claims until I have all the information I can find. It will take quite a while and what our claims will be will depend upon what we can prove, so there isn't any use in my saying what we are going to ask for. What we have to do is to look up all this material so that we can have something to base our claims on and then ask for everything. That is the way we have to proceed. I must continue with my study and try to find all of the old maps, letters, and old documents and then see where our people were at the time this became United States territory. We cannot file a claim against the United States for any wrongs while you were a part of Mexico. We can only sue the United States for what you owned in 1848 under the Treaty of Guadalupe-Hadeldo when this became a part of the United States, so I am trying to find out where you were at that time, what your boundaries were and the country you occupied exclusively. That is what we will claim for you. Then we must find out what has actually been taken legally from you. If there has been no taking perhaps we can get that portion of land back. It is a legal question and we cannot say what we would like to do. But as I said, we are going to have to go back to the old maps, documents and other reports to try to find out where you were at the time this territory became a part of the United States and base our claims on whatever proof we can find.

Hale Secakuku: I just want to clarify this one question -- there has been quite a bit of talk, looking at it from both angles -- the question is if the Hopi tribes do not file a claim, what would happen to us? This statement has been coming out from several sources. Of course, some say if we do not file a claim we would never have any privileges; that is, we would not be able to file any claim later on. Then others have been interpreting and informing the people that the Claims Commission, which is authorized by Congress, is just a fraud and there would be a time when the Hopis will be recognized and at that time will negotiate with the proper authorities in determining our claims for us, and I know that we have in our minds that we are the people and nothing wrong can be done toward us so that is what I want to clarify. Would the Hopis be doing the right thing if they filed a claim, and if they did not, what would happen?

Mr. Boyden: The Indian Claims Commission Act is not a fraud. It was set up for the privilege of allowing the Indian tribes of the United States to bring their claims against the government. No one is entitled to sue the government unless Congress gives them permission to sue, that is why the Hopis could not bring a claim before because they had no authority to sue the government. The Indian Claims Commission Act says if you have any claims for wrongs that have been done to you that you have a certain period of time, which expires next August, in which to bring that claim. The government gave you the opportunity and still gives you the opportunity to file that claim. If you do not file within the time allowed your claim will forever be barred. To not bring a claim does not mean that you are going to be treated better later on. It just means that you do not have any claim against the government and from then on there would be no use to ever present a claim because they have given you an opportunity to clear up any wrongs in the past. If you really think you have a claim, you ought to bring it and file it before August. There are other bills pending in Congress which may extend the period of time on the claims but

because of the strong sentiment which exists with some people in Congress they may not give an extension of time and we cannot assume that there will be any.

Hale Secakuku: Some of the questions which have come up regarding the lawyer's contract and that we want to ask for clarification are: 1. Is it true that he began his service for the Hopis since last December, 1950, up till now, and do we owe him anything for that, and how much? 2. What will happen if the Hopi tribe does not file their land claims? 3. Suppose the Hopis do not have the money at the time the payment is due? Some say you might file suit against the tribe and take our land away according to the value of the charges.

Mr. Boyden: It will not take long to answer the first question. You asked me to come down here and talk with you about entering into a contract and that time I was not sure that I would because I did not know enough about your land, so I went back and started to work. I have done quite a bit of research work during that time in order to determine whether or not I wanted to take the contract. If I thought you did not have a claim that you were sincere in I would not take it. I had to study it first and that is what I did -- that is where I got this material. This material has been collected from old documents. You are welcome to look at it to see what I have done. There are statutes, reports from the Commissioner and some cases in law that have some bearing in our question. In this brief is general information about the people, as to how they work, how they tilled their soil, and I have been studying these old documents to see if they occupied any land as an individual or a group. That is the work I am doing. As to what you owe me -- you do not owe me anything unless I recover a judgment for you. If I recover a judgment then according to this contract my fee would be determined upon that, but not to exceed ten per cent.

Now the second question I answered before. The third question, suppose the Hopis did not have money at the time payment is due. You see I would recover my share only when you get something that you do not have now. If I recover a big sum I would only take what they allowed me -- not more than ten per cent -- I do

not get anything until I get something for you. If I get a lot of land they would determine my fee according to the work done and the value of the land. If you have additional land besides -- there is a chance that you might be able to recover some -- if that happened and I got additional land, and under it there was oil, you would have funds to do that. But the claims against the government are essentially for recovery of money from the government for having taken something away from you. The best way to explain this is to tell you that I do not get anything unless I get something for you, and then if I get something for you I cannot get any more than ten per cent or less than ten per cent, or whatever the court or Commissioner of Indian Affairs would determine is a fair value for services rendered for you. Let me read just one sentence from paragraph 6 of the contract, which is as follows:

"It is agreed that the compensation of the Attorney for the services rendered and to be rendered under the terms of this contract shall be wholly contingent upon a recovery for the Hopi Tribes."

That means if I do not recover anything for you I do not get anything. My fee would be wholly contingent upon the recovery I make. The only thing you would be liable for, that is, if you had any money in the treasury -- we put in this contract that you would have to bear the cost for preparing the brief, printing of maps and other expenses in preparing the claim, but as far as anything for me, I will not get anything unless I win the case and then I will have gotten something for you.

Hale Secakuku: Those have been some of the questions that have been asked by different people and I raised them in order that they may understand the answers to them.

Supt. Carnal: Are there any other questions for discussion?

Samuel Sning read and interpreted the resolution.

Frank Masaquaptewa: He is authorized to speak for us. We do approve of hiring Mr. John S. Boyden as our attorney and those two men who were selected I still confirm that statement that they are legally authorized to close the contract for the village of Shipaulovi.

Supt. Carnal: Are there any other questions about the resolution? If not, we might have a motion for acceptance of the resolution.

Frank Masaquaptewa: Now I suppose that the Superintendent and Mr. Boyden are carrying on meetings in all the villages. When will we get information on the action that the other villages have taken?

Mr. Boyden: I am trying to do all that as we go along. The Superintendent is attending the meetings and we will try to get the information to you whenever I get through.

Supt. Carnal: Is there a motion for acceptance of the resolution?

Hale Secakuku: We have some of these people from Mishongnovi here with us and I know they have their opinions about hiring an attorney. Do they want to vote with us. How would that be?

Wesley Poneoma: Since this is being taken up by individual villages the Mishongnovi people will have a separate meeting on this and give their full consent. Our chief is not here and we have no authority to speak yet but that will be arranged later.

Supt. Carnal: We will set the meeting at Mishongnovi for tomorrow at eight o'clock if it meets with your approval.

Mr. Boyden: Yes, that is all right.

Hale Secakuku: I make a motion that the resolution be accepted.

Frank Masaquaptewa: There is just one other thing. Since we are selecting Mr. Boyden as attorney specifically to work for the Hopis, I want him to take into consideration the people living in Moencopi. Heretofore they have had great difficulties because it is the village farthest away and of course it has been coming to our

attention that they reside on Navajo land. I do think it is right that due consideration be given to these people who are living over there.

Mr. Boyden: They are a part of this contract and I intend to meet with them.

Frank Masaquaptewa: Now I want to say again that this area that I was talking about, which supposedly has been set aside by our people in order that it may include all Hopis in it, out of course if it is not possible to retain or make that or use that as a basis for a claim. A lot of people have been talking about basing their claim on the Executive Order and I would like to know if it is possible to use the request that I have made known. If not, then I guess we will have to cater to whatever the strongest evidence is to base our claim on. In my childhood days no Navajos lived within this area until recent times, and you have known it as well as the rest of us that the Navajos are constantly meeting at Window Rock preparing to make a claim to this area, and I do not believe that the evidence they can claim this area and we have heard from different sources that they own certain parts within our aboriginal territory here, but as I know it because I know a little knowledge of the Navajo language. I know that is their desire and I think I am the only one farming away from the foothills of the mesa and I have been constantly molested by the Navajos because they come and tell me that I am farming too far away from the Hopi area which should be the foothills which is range land for our farming area. Those things are not true and I have brought it to their attention that it has been our land heretofore and a lot of times they can't see they are wrong. That is the reason if it is possible we can use whatever land that I have given you information on. If we could use that as a basis for our claim that would be fine, otherwise we would have to use some other basis for our claim and which I have said might be the Executive Order. I do not know how that will stand or what evidence there is but it might enable to beg for part of that area.

David Talwiftema: I second the motion that the resolution be accepted.

Supt. Carnal: It has been moved and seconded by the people from Shipaulovi that they adopt the resolution as read. All Shipaulovi people present in favor of the motion may vote by raising their right hand.

Nine members of Shipaulovi voted to accept resolution.

None voted against acceptance of the resolution.

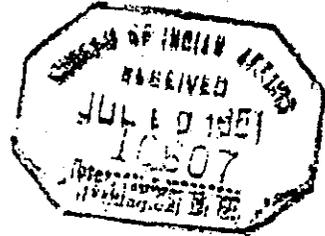
CERTIFICATE

I hereby certify that the attached record of the proceedings of the meeting of Sipaulavi Village, Arizona, was transcribed from stenographic notes taken at said meeting on the 9th day of May, 1951, at a meeting which I personally attended, and in my opinion said transcript is correct.

Dated: July 14, 1951

Dew Carnal
Superintendent

EXHIBIT 47n



Hopi Indian Agency
Beans Canyon, Arizona
July 16, 1951

Mr. Allan W. Harper
Area Director
Window Rock, Arizona

Dear Mr. Harper:

As you know, that for some time, the Hopi Villages have been considering the employment of Mr. John S. Boyden of Salt Lake City as an attorney to represent them in filing a claim against the United States before the Indian Claims Commission.

In May, Mr. Boyden and I held meetings at all the Hopi Villages to discuss the terms of the tentative contract with them. We met with all twelve of these villages including the three Consolidated Villages of First Mesa. At that time six of these villages approved a resolution for the hiring of Mr. Boyden and appointed two representatives from each village to sign the contract for them. These villages are namely: Shitchonovi, Towa, Walpi (known as the Consolidated Villages of First Mesa), Sipaulavi, Kyukotsavovi, and Upper Moenkopi. On July 14, the Bakabi village approved the same resolution and confirmed the appointment of the two delegates who signed the contract for them.

The following villages did not approve the resolution for hiring the attorney: Mishongovi, Shungopavi, Oraibi, Lower Moenkopi and Hotovilla.

The population of the villages according to the 1930 Census is as follows:

Shitchonovi)	
Walpi)	968
Towa)	
Mishongovi		287 ✓
Sipaulavi		116
Shungopavi		381 ✓
Oraibi		130 ✓
Kyukotsavovi		292
Bakabi		147
Hotovilla		427 ✓
Upper Moenkopi		192
Lower Moenkopi		208 ✓
Total		3,028

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EXHIBIT 48a

Page 2 - Allan G. Harper, July 16, 1961

This gives a total of 1615 people in the villages that favor the resolution and 1413 people in the villages who fail to sign the resolution. Out of the villages who fail to sign, I feel that only one of these will actually offer organized opposition. One village plans to file its own claim. A number of the villages stated that the contract sounded good but it was not in their tradition to sign such a document.

On June 14, 1961, the Hopi Tribal Council as it now stands, passed the resolution for employing an attorney and selected two members to sign the contract for them. It so happened that the Council delegates who constituted the quorum on this day were from the villages who favored the resolution. Since the people from the villages who favor the resolution represent the majority of the Hopi people, I recommend that the contract as it is now drawn up and signed be approved by you and the Commissioner.

I made numerous inquiries about the qualifications and reputation of the attorney, Mr. John S. Boyden, who the Hopi people propose to employ. I feel that he is capable and is an industrious and diligent worker. He seems to be honest and lives up to the terms of his contracts. He served for several years as Assistant United States District Attorney and he has had previous experience before the Court of Claims in Washington and would also be capable of taking a claim on up to the United States Supreme Court if necessary. He is very popular with the Ute Tribe with whom he has worked for some time. In light of the above, I recommend that Mr. Boyden is a good prospect for the Hopi people to consider if and when they do hire an attorney to represent their people.

In accordance with Federal Regulations, I am submitting the proposed contract properly signed and executed. Also included are the minutes of the meetings held with the Consolidated Villages of First Mesa, Sipaulavi and Kynkotamovi. The minutes for the Bakabi and Upper Moenkopi meetings are still in progress and will be submitted in the near future.

Since the time is short for the filing of the claim, should the contract be approved, I recommend that the contract be forwarded to the Commissioner immediately.

Sincerely,

Dow Carnal
Superintendent

AG/bw

EXHIBIT 48b

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS
FIELD SERVICE
Hopi Indian Agency
Keams Canyon, Arizona

September 18, 1956

Mr. Geraint Humpherys
Assistant Regional Solicitor
614 Goodrich Building
Phoenix, Arizona

Dear Mr. Humpherys:

In compliance with Phoenix Area Office request, the following is a close approximation of the Indian census, Hopi Reservation, Arizona:

1946 - 4126	1949 - 4312
1947 - 4138	1951 - 4442
1948 - 4250	1954 - 4622

The last official enumeration was made in 1943, and the projected population is based on a $1\frac{1}{2}$ percent annual increase.

Sincerely yours,

H. E. O'Harra
H. E. O'Harra
Superintendent

cc: Phoenix Area Office

RECEIVED
SEP 21 1956

DEPT. OF INTERIOR
Ass't. Regional Solicitors Office

EXHIBIT 48A(1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS
FIELD SERVICE
Hopi Indian Agency
Keams Canyon, Arizona

December 5, 1956

Mr. Geraint Humpherys
Assistant Regional Solicitor
614 Goodrich Building
Phoenix, Arizona

Dear Mr. Humpherys:

This is in reply to a letter received from our Assistant Area Director, Harry L. Stevens, dated November 27, 1956, wherein he requests that we inform you as to approximate population figures of the Hopi Reservation for the year 1952.

We have no official census figures for the year 1952. However, based on an unverified count of 4002, made in 1943, and allowing for an annual increase of 1.15 percent, the approximate Hopi population figure for 1952 comes to a total of 4434.

Sincerely yours,

Otto K. Weaver
Otto K. Weaver
Acting Superintendent

cc: Mr. Harry L. Stevens
Asst. Area Director
Phoenix Area Office

RECEIVED
DEC 7 1956
DEPT. OF INTERIOR
Asst. Regional Solicitors Office

EXHIBIT 48A(2)

FILED

8-3-57

BEFORE THE
INDIAN CLAIMS COMMISSION

No. 196

THE HOPI TRIBE, AN INDIAN REORGANIZATION ACT CORPORATION, SUING ON ITS OWN BEHALF AND AS A REPRESENTATIVE OF THE HOPI INDIANS AND THE VILLAGES OF FIRST MESA (CONSOLIDATED VILLAGES OF WALPI, SHITCHUMOVI AND TEWA), MISHONGNOVI, SIPAULAVI, SHUNGO-PAVI, ORAIBI, KYAKOTSMOVI, BAKABI, HOTEVILLA AND MOENKOPI, *Petitioner,*

v.

THE UNITED STATES OF AMERICA,
Defendant.

PETITION

JOHN S. BOYDEN,
Attorney of Record.

WILKINSON, BOYDEN & CRAGUN,
Of Counsel.

EXHIBIT 49a

BEFORE THE
INDIAN CLAIMS COMMISSION

No.

THE HOPI TRIBE, AN INDIAN REORGANIZATION ACT CORPORATION, SUING ON ITS OWN BEHALF AND AS A REPRESENTATIVE OF THE HOPI INDIANS AND THE VILLAGES OF FIRST MESA (CONSOLIDATED VILLAGES OF WALPI, SHITCHUMOVI AND TEWA), MISHONGNOVI, SIPAULAVI, SHUNGO-PAVI, ORAIBI, KYAKOTSMOVI, BAKABI, HOTEVILLA AND MOENKOPI, *Petitioner,*

v.

THE UNITED STATES OF AMERICA, *Defendant.*

PETITION

The Hopi Tribe respectfully represents:

COUNT 1

1. Petitioner, The Hopi Tribe, is a corporation organized under the Indian Reorganization Act of June 18, 1934 (48 Stat. 934), as amended by the Act of June 15, 1935 (49 Stat. 378), the majority of the members of which reside on the Hopi Reservation in Arizona. Petitioner is a tribal organization recognized by the Secretary of the

EXHIBIT 49b

Interior of the United States as having authority to represent such tribe. Prior to their being placed on the reservation they now occupy, its members, by permission of the tribe, used and occupied from time immemorial the lands described in paragraph 7 hereof.

2. Petitioner files this petition pursuant to the Act of August 13, 1946 (60 Stat. 1049; 25 U.S.C. Sec. 70), conferring jurisdiction on the Indian Claims Commission to hear and adjudicate claims against the United States. No claim asserted herein or any part thereof is included in any suit pending in the Court of Claims of the United States or pending in the Supreme Court of the United States; and no claim asserted herein or any part thereof has been filed in the Court of Claims under any legislation in effect on August 13, 1946.

3. Petitioner has entered into a contract with John S. Boyden, attorney at law, to prosecute its claims against the United States, which contract has been duly approved by the Commissioner of Indian Affairs for and in behalf of himself and the Secretary of the Interior, as required by law, and is in full force and effect.

4. Petitioner is and always has been the sole and absolute owner of the claims alleged in this petition. No person other than petitioner has ever had any interest therein; no assignment or transfer of the claims alleged in this petition or any part thereof or any interest therein has ever been made; and petitioner has not been paid for the claims herein made or any part thereof and is justly entitled to recover from the United States upon the claims herein, after the allowance of all just credits and offsets.

5. At all times mentioned in this petition, defendant was guardian and trustee of the properties and affairs of petitioner and as such guardian and trustee was subject to a high degree of fiduciary obligation and required to deal honorably and fairly with the petitioner and its property.

EXHIBIT 49c

6. No action has been taken by the Congress or by any department of the Government with respect to the claims made herein except the Act of August 13, 1946, *supra*, which provides a forum to adjudicate such claims.

7. On July 4, 1848 and prior thereto from time immemorial, petitioner owned or continually held, occupied and possessed a large tract of land described generally as follows, to wit: Beginning at the juncture of the Colorado and Little Colorado Rivers; thence in a southeasterly direction along the said Little Colorado River to its juncture with the Zuni River; thence in a northeasterly direction along the said Zuni River to a point where the same now intersects the state line between the States of Arizona and New Mexico; thence in a northerly direction along said state line until said state line intersects the San Juan River; thence along the San Juan River in a general westerly direction to its juncture with the Colorado River; and thence in a southwesterly direction along the said Colorado River to the point of beginning.

8. On July 4, 1848, when the defendant obtained sovereignty over the area owned or occupied by the petitioner, the members of petitioner tribe were an agricultural and pastoral people who from time immemorial had lived in permanent dwellings and raised their crops and pastured their flocks on the surrounding land. Members of petitioner tribe were, at that time, ignorant and without knowledge as to the nature of legal land titles under United States law and relied upon and had confidence in the honesty and authority of the United States and its agents upon whom they relied for protection for their property.

9. After July 4, 1848, defendant took control of the aforesaid area held, occupied and possessed by petitioner, and converted the said lands to the use of the defendant without payment of just compensation or of any compensation agreed to by them.

EXHIBIT 49d

10. As a result of the conduct of defendant in converting petitioner's land to its own use as aforesaid, petitioner was damaged in an amount equal to the value thereof.

COUNT 2

11. Petitioner realleges paragraphs 1 to 9 hereof, inclusive.

12. In the taking of said lands from petitioner as aforesaid and in the said conduct of defendant under the circumstances, defendant dealt unfairly and dishonorably with petitioner.

13. As a result of defendant's failure to deal fairly and honorably with the petitioner as aforesaid, petitioner has been damaged in an amount equal to the value of said lands.

COUNT 3

14. Petitioner realleges paragraphs 1 to 9 hereof, inclusive.

15. The acts committed by defendant as hereinbefore alleged constituted a taking of the lands possessed by the petitioner. This taking was in violation of the obligations undertaken by defendant under the Treaty of Guadalupe Hidalgo (9 Stat. 922, 930) and of the Constitution of the United States, and constituted a taking by the defendant of lands occupied by the petitioner without payment of just compensation or of any compensation agreed to by them.

16. As a result of the conduct of defendant in so taking the land of petitioner as aforesaid, petitioner was damaged in an amount equal to the value thereof.

COUNT 4

17. Petitioner realleges paragraphs 1 to 9 inclusive and paragraph 15 hereof.

18. In the taking of said lands from petitioner as afore-

EXHIBIT 49e

said and in the said conduct of defendant under the circumstances, defendant dealt unfairly and dishonorably with petitioner.

19. As a result of defendant's failure to deal fairly and honorably with the petitioner as aforesaid, petitioner has been damaged in an amount equal to the value of said lands.

COUNT 5

20. Petitioner realleges paragraphs 1 to 8 hereof, inclusive.

21. After July 4, 1848, although petitioner retained and still retains its title to the lands described above, defendant seized for its own purposes and deprived petitioner of the use of said land.

22. As a result of the conduct of defendant in so seizing and depriving petitioner of the use of the lands as aforesaid, petitioner has been and still is being damaged in an amount equal to the value of the use of said lands.

COUNT 6

23. Petitioner realleges paragraphs 1 to 8 inclusive, and paragraph 21 hereof.

24. In the seizure for its own purposes and deprivation of the use of said lands by defendant as aforesaid, and in the said conduct of defendant, under the circumstances, defendant dealt unfairly and dishonorably with petitioner.

25. As a result of defendant's failure to deal fairly and honorably with the petitioner as aforesaid, petitioner has been and still is being damaged in an amount equal to the value of the use of said lands.

COUNT 7

26. Petitioner realleges paragraphs 1 to 8 inclusive, and paragraph 21 hereof.

EXHIBIT 49f

27. The acts committed by defendant as aforesaid, constituted a violation of petitioner's right to free enjoyment of its property. This failure on the part of the defendant to maintain and protect such right was in violation of the obligations undertaken by defendant under the Treaty of Guadalupe Hidalgo, *supra*, and of the Constitution of the United States.

28. As a result of the conduct of defendant in so seizing and depriving petitioner of the use of the lands as aforesaid, petitioner has been and still is being damaged in an amount equal to the value of the use of said lands.

COUNT 8

29. Petitioner realleges paragraphs 1 to 8 inclusive, paragraphs 21 and 27 hereof.

30. In the seizure for its own purposes and deprivation of the use of said lands by defendant as aforesaid, and in the said conduct of defendant, under the circumstances, defendant dealt unfairly and dishonorably with petitioner.

31. As a result of defendant's failure to deal fairly and honorably with the petitioner as aforesaid, petitioner has been damaged in an amount equal to the value of the use of said lands.

COUNT 9

32. At all times mentioned herein, the books of account and all other records pertaining to all moneys and financial transactions of and for petitioner, the Hopi Tribe, and property and transactions therein other than moneys have been in the exclusive possession and control of defendant. Proceeds of property of petitioner or of rents or other income therefrom have been payable to or collected by defendant, and by it dealt with and disposed of, including without limitation, proceeds and income from the sale of coal to traders and others and moneys payable under:

EXHIBIT 49g

Act of January 9, 1837, c. 1, § 1, 5 Stat. 135, and Sec. 2093 of the Revised Statutes (25 U.S.C. § 152);
 Act of April 1, 1880, c. 41, 21 Stat. 70 (25 U.S.C. § 161);
 Act of March 3, 1883, § 1, c. 141, 22 Stat. 582, 590 (25 U.S.C. § 155);
 Act of February 28, 1891, c. 383, § 3, 26 Stat. 794, 795 (25 U.S.C. § 397);
 Act of March 2, 1899, c. 374, §§ 1-3, 30 Stat. 990, as amended (25 U.S.C. § 312);
 Act of May 17, 1900, c. 479, § 1, 31 Stat. 179 (25 U.S.C. § 421);
 Act of March 3, 1901, c. 832, § 3, 31 Stat. 1058, 1083 (25 U.S.C. § 319);
 Act of March 11, 1904, c. 505, §§ 1-2, 33 Stat. 65, as amended (25 U.S.C. § 321);
 Act of March 3, 1909, c. 263, 35 Stat. 781, as amended (25 U.S.C. § 320);
 Act of June 25, 1910, c. 431, § 7, 36 Stat. 855, 857 (25 U.S.C. § 407);
 Act of March 4, 1913, c. 165, § 2, 37 Stat. 1015, 1016, as amended (16 U.S.C. § 615);
 Act of February 27, 1917, c. 133, § 4, 39 Stat. 944, 945 (30 U.S.C. § 86);
 Act of June 30, 1919, c. 4, § 26, 41 Stat. 3, 31, as amended (25 U.S.C. § 399);
 Act of June 10, 1920, c. 285, § 17, 41 Stat. 1063, 1072 (16 U.S.C. § 810);
 Act of April 12, 1924, c. 93, 43 Stat. 93 (25 U.S.C. § 190);
 Act of May 29, 1924, c. 210, 43 Stat. 244 (25 U.S.C. § 398);
 Act of April 17, 1926, c. 156, 44 Stat. 300 (25 U.S.C. § 400a);
 Act of March 3, 1927, c. 200, § 2, 44 Stat. 1347 (25 U.S.C. § 398b);

EXHIBIT 49h

Act of May 11, 1938, c. 198, § 2, 52 Stat. 347 (25 U.S.C. § 396b);

Act of June 14, 1934, c. 521, 48 Stat. 690.

33. At all times referred to herein, defendant has been under a duty to pay interest on funds of petitioner in accordance with the provisions of law, including without limitation the provisions of the following statutes:

Act of January 9, 1837, c. 1, § 3, 5 Stat. 135, and R. S. § 2095 (25 U.S.C. § 157);

Act of January 9, 1837, c. 1, § 4, 5 Stat. 135, and R. S. § 2096 (25 U.S.C. § 158);

Act of September 11, 1851, c. 25, § 2, 5 Stat. 465, and R. S. § 3659 (31 U.S.C. § 547a);

Act of June 10, 1876, c. 122, 19 Stat. 58 (25 U.S.C. § 160);

Act of April 1, 1880, c. 41, 21 Stat. 70 (25 U.S.C. § 161);

Act of May 25, 1918, c. 86, § 28, 40 Stat. 561, 591 (25 U.S.C. § 162).

34. Alternatively, defendant has at all times been under a duty to pay to or for the account and behalf of petitioner, interest on any and all sums of petitioner's money in the hands of defendant which it retained for its own uses and purposes, whether by way of interest or principal. Alternatively, defendant at all times has been under a duty, in paying out moneys of petitioner held by it or invested by it, to pay any sum or sums from the least productive funds or property of petitioner before proceeding to pay money from funds or property of greater productivity.

35. At all times referred to herein, defendant has been under a duty as guardian and trustee of petitioner and the property of petitioner promptly and providently to invest funds of petitioner coming into the hands of defendant and to reinvest the same, and any rents, issues or profits thereof.

36. Upon information and belief, petitioner alleges that

EXHIBIT 49i

defendant from time to time has collected or received or, in the exercise of its fiduciary duties ought to have collected or received, various property, including money, for or on behalf of petitioner, or defendant itself has become liable to pay moneys to or for or on behalf of petitioner. Defendant has failed to account for its management, handling and disposition of the said moneys and properties. As a result, petitioner has been damaged by having been deprived of the amount of money or value of other property, together with interest thereon, which may be shown to be owing to petitioner upon a proper accounting in accordance with the fiduciary duties and the liabilities herein set forth.

Wherefore, petitioner prays that it be awarded judgment against the defendant after the allowance of all just credits and offsets for (1) an amount which will provide just compensation for the lands taken from the petitioner by the defendant; or (2) an amount which will provide just compensation to the petitioner for the damages caused by the defendant's failure to deal fairly and honorably with petitioner in the taking of the petitioner's lands; or (3) an amount which will provide just compensation for the lands taken from the petitioner by the defendant in violation of the terms and obligations of the Treaty of Guadalupe Hidalgo; or (4) an amount which will provide just compensation to the petitioner for the damages caused by the defendant's failure to deal fairly and honorably with the petitioner in the taking of the petitioner's lands in violation of the terms and obligations of the Treaty of Guadalupe Hidalgo; or (5) an amount which will provide just compensation for the use of said lands to the date hereof; or (6) an amount which will provide just compensation to the petitioner for the damages caused by defendant's failure to deal fairly and honorably with the petitioner in depriving petitioner of the use of said lands to the date hereof; or (7) an amount which will provide just compensation to the

EXHIBIT 49j

petitioner for damages caused by defendant's seizing and depriving the petitioner of the use of said lands in violation of the terms and obligations of the Treaty of Guadalupe Hidalgo; or (8) an amount which will provide just compensation to the petitioner for the damages caused by the defendant's failure to deal fairly and honorably with the petitioner in the seizing and depriving of the use of said lands in violation of the terms and obligations of the Treaty of Guadalupe Hidalgo; and (9) that defendant be required to make a full, just and complete accounting for all property or funds received or receivable and expended for and on behalf of petitioner, and for all interest paid or due to be paid on any and all funds of petitioner, and that judgment be entered for petitioner in the amount shown to be due under such an accounting; and (10) for such other relief as to the Commission may seem fair and equitable.

Respectfully submitted,

JOHN S. BOYDEN,
744 Jackson Place,
Washington 6, D. C.,
Attorney of Record.

WILKINSON, BOYDEN & CRAGUN,
Of Counsel.

Service of Petition

John S. Boyden, being duly sworn, deposes and says that 15 copies of this petition were on Aug 3, 1951, sent to The Attorney General of the United States by registered mail, return receipt requested.

Subscribed and sworn to before me this 3rd day of August, 1951.

RITA E. MOTHERWAY,
Notary Public.

My commission expires Jan. 14, 1956.

EXHIBIT 49k

SCHEDULE No. 1

Act of June 18, 1934

Section 16 of the Act of June 18, 1934 (48 Stat. 984) reads:

"Sec. 16. Any Indian tribe, or tribes, residing on the same reservation, shall have the right to organize for its common welfare, and may adopt an appropriate constitution and bylaws, which shall become effective when ratified by a majority vote of the adult members of the tribe, or of the adult Indians residing on such reservation, as the case may be, at a special election authorized and called by the Secretary of the Interior under such rules and regulations as he may prescribe. Such constitution and bylaws when ratified as aforesaid and approved by the Secretary of the Interior shall be revocable by an election open to the same voters and conducted in the same manner as hereinabove provided. Amendments to the constitution and by laws may be ratified and approved by the Secretary in the same manner as the original constitution and bylaws."

SCHEDULE No. 2

Guadalupe Hidalgo Treaty Provisions

Article VIII of the Treaty of Guadalupe Hidalgo reads:

"Mexicans now established in territories previously belonging to Mexico, and which remain for the future within the limits of the United States, as defined by the present treaty, shall be free to continue where they now reside, or to remove at any time to the Mexican republic, retaining the property which they possess in the said territories, or disposing thereof, and removing the proceeds wherever they please, without their being subjected, on this account, to any contribution, tax, or charge whatever.

"Those who shall prefer to remain in the said territories, may either retain the title and rights of Mexi-

EXHIBIT 49 L

can citizens, or acquire those of citizens of the United States. But they shall be under the obligation to make their election within one year from the date of the exchange of ratifications of this treaty; and those who shall remain in the said territories after the expiration of that year, without having declared their intention to retain the character of Mexicans, shall be considered to have elected to become citizens of the United States.

“In the said territories, property of every kind, now belonging to Mexicans not established there, shall be inviolably respected. The present owners, the heirs of these, and all Mexicans who may hereafter acquire said property by contract, shall enjoy with respect to it guaranties equally ample as if the same belonged to citizens of the United States.” (9 Stat. 922, 929-930)

Article IX of the Treaty of Guadalupe Hidalgo reads:

“Mexicans who, in the territories aforesaid, shall not preserve the character of citizens of the Mexican republic, conformably with what is stipulated in the preceding article, shall be incorporated into the Union of the United States, and be admitted, at the proper time (to be judged of by the Congress of the United States) to the enjoyment of all the rights of citizens of the United States, according to the principles of the Constitution; and in the meantime shall be maintained and protected in the free enjoyment of their liberty and property, and secured in the free exercise of their religion without restriction.” (9 Stat. 922, 930)

The protocol of Querétaro of the Treaty reads:

“The American Government by suppressing the IXth article of the Treaty of Guadalupe Hidalgo and substituting the IIIrd article of the Treaty of Louisiana, did not intend to diminish in any way what was agreed upon by the aforesaid article IXth in favor of the inhabitants of the territories ceded by Mexico. Its understanding is that all of that agreement is contained

EXHIBIT 49 m

in the III^d article of the Treaty of Louisiana. In consequence all the privileges and guarantees, civil, political, and religious, which would have been possessed by the inhabitants of the ceded territories, if the IXth article of the treaty had been retained, will be enjoyed by them, without any difference, under the article which has been substituted." (Miller, Treaties and International Acts of the United States, Vol. 5, p. 381.)

Article III of the Treaty of Louisiana reads:

"The inhabitants of the ceded territory shall be incorporated in the Union of the United States and admitted as soon as possible, according to the principles of the Federal Constitution, to the enjoyment of all the rights, advantages, and immunities of citizens of the United States; and in the meantime they shall be maintained and protected in the free enjoyment of their liberty, property and the religion which they profess."
(8 Stat. 200, 202)

(6271)

EXHIBIT 49n

no need of me to explain in detail now. But let us face the facts and truths as they are now. Your government has required us to file a claim for land or suit the government for wrongs done to us. By this act the Government of the United States has admitted legally that it did robbed, stole, taken away and took possession illegally the land that rightfully belongs to the Indian. It simply means that the culprit has been caught and after admitting the wrongs decided to settle the matter in his own way, according to his own rules and at his own court. It means he is willing to compensate with the stolen goods. Without our consent you brought upon us while we are at peace with all people, forced education, Navajo-Hopi bill, Highways thru our land, stock-reduction, Tribal Council or Self-government, drafting of our youths into your armed forces and now the Claims Act. Many of our people suffered untold sufferings, injustices, prisons, hunger and miserable deaths. Who has done these to us? It is not Germany, not Japan, not China, no not even Communist Russia but the Government of the United States in our own home, in a "free" country.

The Hopi Sovereign Nation has long ago made solemn covenant with his white brother to never abandon the sacred trust and duty which were placed upon him. Stone Tablets and emblems were made and given to each Hopi leader. These represent all people ~~people~~ and all land in this continent. A death penalty is placed upon anyone who violate this fundamental principle. For this fact the Hopi people in Hotovilla, a branch of Oraibi, following the traditional path of the Oraibi people, will not file any claim for land nor money with the Government of the United States. They will

EXHIBIT 49A(2)

continue to hold fast to their way of life in accordance with our Stone Tablets until our "white brother" comes. Other Indian tribes or other Hopi villages may file a claim but we who know these truths will not sell our homes, our land, our religion and our way of life for money.

Because great pressure, bribery, underhanded undercover ways were brought upon the people by the Indian Bureau employees and Hopi "yes men", a division has been made in every Hopi village. True Hopi does not recognize the majority rule of a white man for he knows the plan of life which was laid out for all people by the Great Spirit Masau'na.

Recently the so-called Hopi Tribal Council, a government-sponsored organization, hired a lawyer from Salt Lake City, Utah by signing a contract. This was done without the consent, knowledge of the traditional headmen. Majority of the people did not know anything about this. The contract was sent to Council members but they fail to read or fully interpret its terms to the people. As was expected first Mesa villages sign the Contract. Shipanliwa sign it. Lower Oraibi and Bacoabi along with the Upper Moencopi sign it. On August 1, 1951 Shungopavy village signed and filed a claim of its own. The Claim was drawn up and written by Peter Kuvakas and Vieta Komattowa with the help of John Connelly, a teacher at Shungopavy Day School. Without notifying the people in the village they held a meeting at the Day School where they had the Village Chief and few religious leaders signed the petition after reading it only in English. Most of them do not understand English. Today most of the Hopi people do not know what the so-called Hopi Tribal Council filed in for. Neither that of Shungopavy. It was at Shungopavy village according to Hopi tradition that all these

EXHIBIT 49A(3)

ancient religious teachings and traditions were to be reexamined. It was here that a common decision was reached between Hotevilla and Shungopavy on the stand that they must take on land question. Satisfactorily Shungopavy filed a claim of its own.

As has been foretold in the Oraibi tradition Shungopavy would do just this, if not careful, in a time of crisis. Now Hotevilla, a traditional village, will have to stand alone and carry out the great decisions that were made in Shungopavy village. There remains Hishongmovi, Old Oraibi, and Lower Moencopi villages because of their traditional beliefs yet to speak. They do not recognize the so-called Hopi Tribal Council. They have not been notified of the Shungopavy claim. Like Hotevilla village they will continue to wait for the proper government officials to come on the Hopi land and meet with their traditional headmen on this land question.

Now it has been told that Washington Office has been sending out investigators year after year but so far my Chief and myself have never seen them or talk to them. Anyone who comes from Washington usually ^{go} to the Government employees or to Hopi "yes-men" who never give true sentiments of the real Hopi people. These are facts and truths and it is my duty as advisor and spokesman for my Village Chief and people to bring them to you for your considerations.

We have already passed two great wars and the third crisis now on. The road in the sky has been fulfilled and we are now dealing with the last major issue, the land of the Red Man. These are the signs that tells us that our true brother is ready to come. So we must clean our house. We must come together while there is yet time and have a meeting in open where the Sun will

EXHIBIT 49A(4)

be our witness.

It was at Shungopavy village that the first eviction of the Hopi traditional people took place some years back. Men, women and their children were forced to walk to Oraibi. They suffered hunger and thirst. Babies cried all the way. This was done by the progressives. In 1906 again the progressives in Oraibi drove out the Shungopavy and Oraibi traditionalist. The Shungopavy group were allowed to return to their own village. But the Oraibi traditionalists were told to move some other place and there to live the old Hopi way of life. We were knocked down, beaten, dragged on the ground. We did not strike back because of our religious instructions. And we were glad that no white man took part and strike us. We were told we'd never be molested again yet before the year was up Government sent soldiers amongst us and put us men folks in prisons and road camps. By this disgraceful act the Government of the United States has broken all honor, human decency and justice and violated the natural law. Great Spirit made us to be Hopis, to speak Hopi, to worship Hopi way, to be independent and free on our own land. Are you going to deny us all these?

We are at a very critical time and all these problems needs to be settled soon. Therefore once again we demand full investigation of these problems. If the Government of the United States fail to do so we will have to take these matters before the United Nations or to some other Nations that will do justice and honor to these vital issues. Otherwise we will continue to wait for our true brother whose mission is to deal with those who have done wrong, stole and kill. It is his duty to purify this land by beheading the wicked ones. It is only in this way

EXHIBIT 49A(5)

peace and everlasting life will be found for our posterity and for all common people of the earth. These are our ancient traditional knowledge and it is for this reason we continue to hold fast to our own Hoya way of life. If we all become white-man, become civilized, we'd all be fighting all over the world and bring upon ourselves a total destruction upon the earth. The Eopi do not want to bring this upon the people but to bring peace and everlasting life for those of one heart, a common man.

Don Katchongva

Don Katchongva
Advisor, (Luna Wain)

Hotavilla, Arizona
August 8, 1961
In presence of the Hotavilla
people.

EXHIBIT 49A(6)

FILED
8-6-51

FILED

AUG 6 - 1951

James A. Hunter Clerk
INDIAN CLAIMS COMMISSION

Before the

INDIAN CLAIMS COMMISSION

Hopi Village of Ahungopovi

vs.

United States of America

DOCKET NO. 210

Petition

EXHIBIT 50 a

Wadeverth Nuvangaitewa
Ahungopovi Village
Second Mesa Area

C1

We, the Hopis, continuous dwellers on the mesas, at this place which is called Shungopovi and which is well understood by other villages as being their mother village, because it was here that the Bear Clan, the first inhabitants of this land, established their homes, now meet our traditional obligations and present to you, the Indian Claims Commission, the traditional claim of the Hopi Indian People.

Always vital to us is the subject of our land. In times far back before your history we were taught truthful and peaceful living, which remains with us in the traditional life way of the Hopi people. We could not remain here in selfish tenant. In our traditional life we are strong against selfishness and tyranny, and are to be governed in our traditional way so we might have prosperity, happiness, honor and peace, not only for ourselves, but for all people including our white brothers.

Many times we have talked with officials of the United States Government on the matter of our land. In April of 1939 we presented a map of our land to the Commissioner of Indian Affairs but have not received acknowledgement of our claim. We have given much work and thought to come to some understanding of what you call law and legal rights. We have tried to see where the law of the United States Government and the law of the Spanish Government, the first white people to come among us, joined. In this effort we have failed to find where you gave us any legal way or rights or title to the land which was ours from times long before you came among us.

EXHIBIT 50b

Thus realizing that inasmuch as you have not given us legal entrance to the problem we must humbly and with deepest thought and sincerity present our claim to the Hopi land (Tusqua) as it is fixed by our traditional life and which we must use in our traditional way in carrying out our traditional practices and regulations.

In the beginning, according to our faith, the people were segregated in groups or bands. Moving in the direction of the sunrise, people established themselves in many different places along the journey. But time after time and year after year they persisted in moving on until the first group arrived and settled in the place called Shungopovi. These first people were the Hon-wungwa or Bear Clan. Many people were advanced along their journey and many were waiting to learn that their leader had made his permanent home. Those who were waiting left their homes to journey to this place and the ruins of these homes remain today to mark their places.

Time after time the clans or bands of people arrived in the vicinity of Shungopovi and appeared before their leader with the emblems of their authority to remain here. These they delivered faithfully under oath to their leader. Upon acceptance they were assigned lands for their use. And the assignment of land was determined by the wise and honest judgement of the leader, who was governed by the needs of his people and yet in whose sight all human beings were brothers and sisters. Today, as in the beginning, it is the duty of our leader to govern the land and to determine its boundaries and the rightful use for the continuous needs of the Hopi people

EXHIBIT 50c

The Land and its Purpose

The Hopi Tusqua (land) is our love and will always be, and it is the land upon which our leader fixes and tells the dates for our religious life. Our land, our religion, and our life are one, and our leader, with humbleness, understanding and determination, performs his duty to us by keeping them as one and thus insuring prosperity and security for the people.

1. It is from the land that each true Hopi gathers the rocks, the plants, the different woods, roots, and his life, and each in the authority of his rightful obligation brings to our ceremonies proof of our ties to this land. Our footprints mark well the trails to these sacred places where each year we go in performance of our duties.

2. It is upon this land that we have hunted and were assured of rights to game such as deer, elk, antelope, buffalo, rabbit, turkey. It is here that we captured the eagle, the hawk, and such birds whose feathers belong to our ceremonies.

3. It is upon this land that we made trails to our salt supply.

4. It is over this land that many people have come seeking places for settlement, and finding Shungopovi established, asked our leader for permission to settle in this area. All the clan groups named their contributions to our welfare and upon acceptance by our leader were given designated lands for their livelihood and for their eagle hunting, according to the directions from which they came.

EXHIBIT 50d

5. It is from this land that we obtained the timbers and stone for our homes and kivas.

6. It is here on this land that we are bringing up our younger generation and through preserving the ceremonies are teaching them proper human behavior and strength of character to make them true citizens among all people.

7. It is upon this land that we wish to live in peace and harmony with our friends and with our neighbors.

We realize that within the area of the Hopi land claim there are towns and villages of other people. It is not our intention to bring disturbance to the people of these places, for our way requires us to conduct our lives in friendship and peace, without anger, without greed, without wickedness of any kind among ourselves or in our association with any people; and in turn to have guaranteed that there will be no disturbance to us in the carrying out of our traditional life.

Although we are small in numbers, scarce in money and without wide knowledge of your ways and your laws, with humble hearts but strong determination we state the traditional claims of the Hopi people, who are joined as one on this question of land through their commitments to our leader and his assignment of land for their use in fulfilling their obligations and maintaining their life. Our authority to present the claim is in the traditional organization of the Hopi people. By custom long established and observed it is known to all true Hopi that authority and responsibility for the security of the land belongs to their leader, and all individuals, groups, clans, villages, in return for the

land assigned them for use are obligated to support this authority. And none, whether through self-will, ignorance, or through any other means, are free to take authority over the land into their hands. We are aware that through ignorance of our ways certain Hopi individuals, groups and villages have been encouraged in directions in opposition to the traditional government of the Hopi people, and that they may take it upon themselves to act in respect to this land claim of the Hopi people. It is our responsibility to point out this situation, not in anger, not in ill-will, but only to have it clear that we alone are authorized by the traditions of the Hopi people to represent the people on this matter of the Hopi Tusqua (land).

In the accompanying map we have described that area which is by long tradition, use and occupancy, the land of the Hopi. At the present time and for some years we have been forced from these boundaries inward and it has been only with difficult effort and strong faith in our way of life that we have managed to survive. Our petition to you is for full restoration of the land to us and the freedom to govern its use. We cannot, by our tradition, accept coins or money for this land, but must persist in our prayers and words for repossession of the land itself, to preserve the Hopi life.

Our claim--based upon our occupation and use in the conduct of our traditional life under the traditional order of the Hopi people joined as one through long established custom, and through agreements whereby all clans, are pledged to their traditional leader and in turn are supported by their leader--is for our rights to the full use of our resources, our

EXHIBIT 50f

ceremonial shrines and hunting areas.

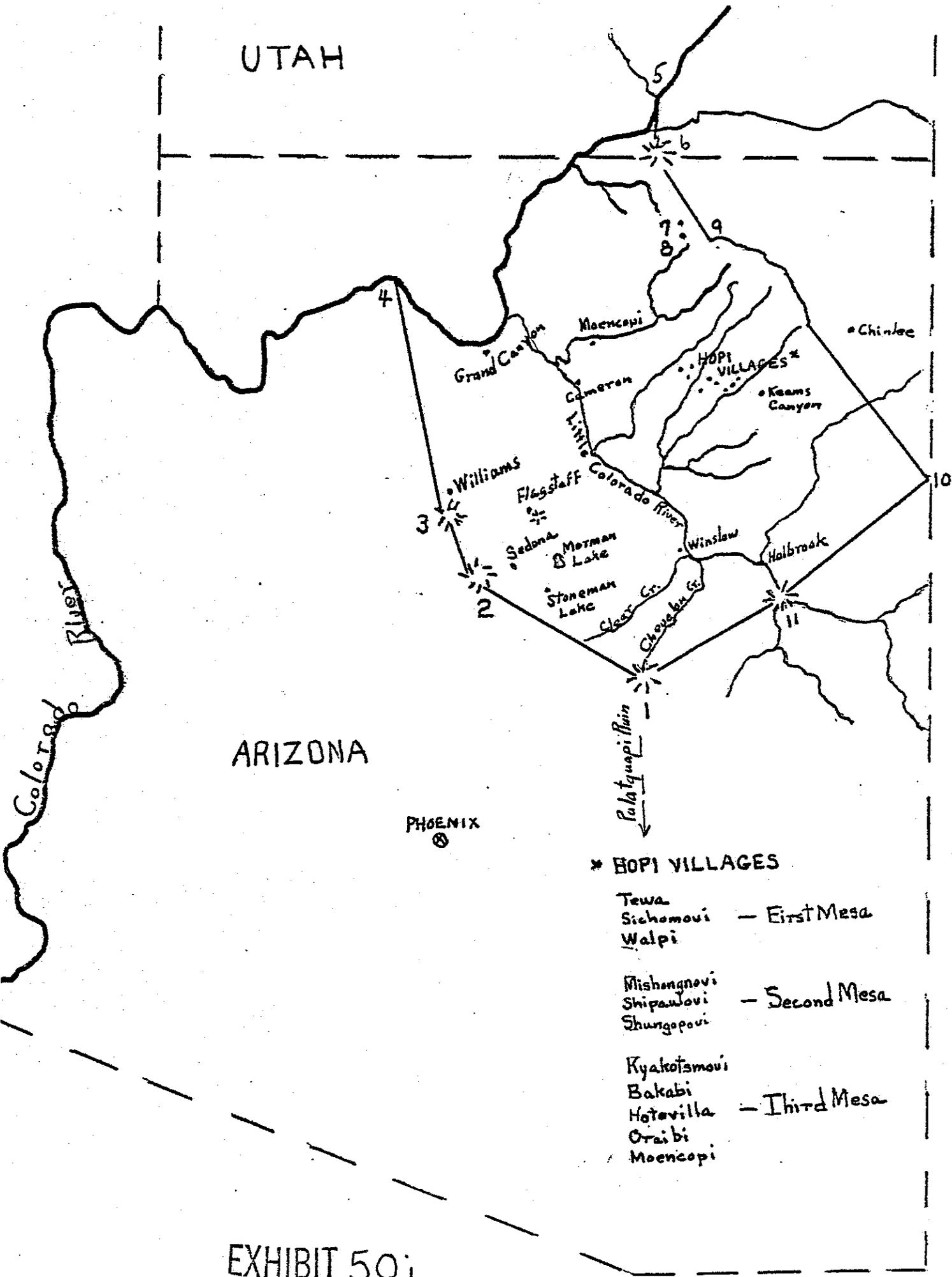
Through many dark hours we have come to this time and have lived through the times of anger, confusion, ignorance, fear, and misunderstanding, supported by the strength of our traditional life, and it is our confidence that you in the spirit of justice and honor will recognize this traditional claim of the Hopi people, that we may live together in peace with one another.

EXHIBIT 509

Boundary Marks of Hopi Tusqua (Land)

1. Sak wai vai yu (Chevelon Cliffs)
2. Honapa (west of Sedona)
3. Tusak choma (Bill Williams Mountain)
4. & 5. Po ta ve taka (Point Sublime, Grand Canyon,
to junction of Colorado River and Escalante
River)
Palungoihoya
6. Tukuk navi (Navajo Mountain)
7. & 8. Ky westima (east of Keet Seel and Betatakin)
9. Nei ya vu walah (Loloma Point)
10. Nah mee to ka (Lupton--mouth of canyon)
11. Tsi mun tu qui (Woodruff Butte)

EXHIBIT 50h



* HOPI VILLAGES

- | | |
|-------------|---------------|
| Tewa | |
| Sichomovi | - First Mesa |
| Walpi | |
| Mishongnovi | |
| Shipanovi | - Second Mesa |
| Shungopovi | |
| Kyakotsmovi | |
| Bakabi | |
| Hotovilla | - Third Mesa |
| Oraibi | |
| Moencopi | |

EXHIBIT 50

Clark Talahaftewa

Kikmongwi

Sakwa len mongwi

Bear Clan

(Blue Flute Society)

Dick McLean Quamavama

Katcin mongwi

Dow mongwi

Katcina-Parrot Clan (Singers Society)

Dick McLean Quamavama

Franklin Coochystewa

Sun Clan

Kwan mongwi

(One Horn Society)

Viets Lomahaftewa

Water Clan

Dow Javosi, Superintendent

Al mongwi

(Two Horn Society)

Viets Lomahaftewa

Ralph Selina

Corn Clan

Wuwucim mongwi

(Wuwucim Society)

Ralph Selina

Otis Polelonema

Snow Clan

Mas len mongwi

(Grey Flute Society)

Otis Polelonema

Louis Selima

Rope Clan

Tchuf mongwi

(Antelope Society)

Wadsworth Nuvangoitewa

Sunforehead Clan

Chu mongwi

(Snake Society)

Wadsworth Nuvangoitewa

EXHIBIT 50j

Andrew Hermequaftewa

Bluebird Clan

Advisor

I hereby certify that the thumbprints and signatures of the above listed leaders of the Hopi village of Shungopovi were affixed or signed in my presence and that the persons signing are legal residents of the Hopi village of Shungopovi.

Witness

Dow Carnal

Dow Carnal, Superintendent

Hopi Indian Agency

Witness

John Connelly

John Connelly, Teacher

Shungopovi Day School

August 1, 1951

EXHIBIT 50k