BEFORE THE INDIAN CLAIMS COMMISSION

THE HOPI TRIBE, an Indian Reorganization Act Organization 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, Shungopavi, Oraibi, Kyakotsmovi, Bakabi, Hotevilla and Upper and Lower Moenkopi,	)	
Plaintiff,	)	
v.	)	Docket No. 196
THE UNITED STATES OF AMERICA,	)	
Defendant.	)	

Decided: December 2, 1976

FINDINGS OF FACT AND CONCLUSIONS OF LAW ON COMPROMISE SETTLEMENT

This matter, having come on for hearing before the Indian Claims Commission on the 11th day of November, 1976, upon the joint motion for entry of final judgment in favor of the plaintiff, in the sum of five million dollars ($5,000,000.00) on a proposed compromise settlement, and the Commission having heard the evidence presented and examined the documents introduced in evidence, now makes the following findings of fact:

1. The Hopi Tribe, plaintiff herein, is a corporation organized under the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378), the majority of whose members reside on the Hopi Reservation in Arizona. The Hopi Tribe is recognized by the Secretary of the Interior as having the authority to represent said Hopi

Indians, and as such the Hopi Tribe has a right and capacity under the Indian Claims Commission Act (60 Stat. 1049), to bring and maintain this action. (23 Ind. Cl. Comm. 277, 290).

2. The above-entitled claim was filed on August 3, 1951, wherein the plaintiff prayed that it be awarded judgment against the defendant, after the allowance of all just credits and offsets, (a) an amount which would provide just compensation for the lands taken from the plaintiff by the defendant; or (b) an amount which will provide just compensation to the plaintiff for the damages caused by the defendant's failure to deal fairly and honorably with the plaintiff in the taking of the plaintiff's lands; or (c) an amount which would provide just compensation for the lands taken from the plaintiff by the defendant in violation of the terms and obligations of the Treaty of Guadalupe Hidalgo; or (d) an amount which would provide just compensation to the plaintiff for the damages caused by the defendant's failure to deal fairly and honorably with the plaintiff in the taking of the plaintiff's lands in violation of the terms and obligations of the Treaty of Guadalupe Hidalgo; or (e) an amount which will provide just compensation for the use of said lands to the date of filing said petition; or (f) an amount which will provide just compensation to the plaintiff for the damages caused by defendant's failure to deal fairly and honorably with the plaintiff in depriving plaintiff of the use of said lands to the date of the filing of said petition; or (g) an amount which will provide just compensation to the plaintiff for damages caused by defendant's seizing and depriving the plaintiff of the use of said lands in violation of the terms and obligations of the Treaty of

Guadalupe Hidalgo; or (h) an amount which will provide just compensation to the plaintiff for the damages caused by the defendant's failure to deal fairly and honorably with the plaintiff 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 (i) 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 plaintiff, and for all interest paid or due to be paid on any and all funds of plaintiff, and that judgment be entered for plaintiff in the amount shown to be due under such an accounting; and (j) for such other relief as to the Commission may seem fair and equitable.

3. Because the claims of the Navajo Tribe of Indians overlapped the claim of the Hopi Tribe, the above-numbered case was combined with Docket 229 of the Navajo Tribe for purposes of trial on the issue of aboriginal possession or Indian title. After trial, the Commission rendered its opinion on June 29, 1970 (23 Ind. Cl. Comm. 277). The Commission's opinion on title included findings as to the dates of taking by the United States, both within and without the Hopi 1882 Executive Order Reservation. The plaintiff made a timely motion for a further hearing on dates of taking and for a rehearing and amendment of the findings. The Commission, in an order of June 2, 1971, granted the motion in part but limited the evidence to be presented to documentary evidence on the date or dates of taking, which was not already a part of the record. The plaintiff, thereafter, submitted additional exhibits and after oral argument, the Commission on July 9, 1973, entered an opinion and order denying the Hopi motion to amend the previous findings

(31 Ind. Cl. Comm. 16). A second motion to amend the findings was also denied by the Commission on January 23, 1974.

4. The interlocutory decision was appealed to the Court of Claims. The Court of Claims on January 30, 1976, entered its order approving and affirming the decisions and orders of the Indian Claims Commission, remanding the case to the Commission for further proceedings in accordance with its order. A further suggestion by the Hopi Tribe for rehearing en banc., and motion for rehearing were both denied by the Court of Claims on March 26, 1976.

5. Plaintiff, the Hopi Tribe, filed its petition praying that a writ of certiorari be issued to review the opinion of the United States Court of Claims entered on January 30, 1976. That petition is still pending before the Supreme Court of the United States and an order has been entered allowing the United States until December 11, 1976, in which to reply to said petition.

6. No trial has been had upon plaintiff's claims for rental for the use of its lands, upon its claim for a complete accounting or upon Government claims for just credits and offsets.

7. The parties hereto, through negotiations, have reached a compromise settlement whereby all rights, claims or demands which the plaintiff presented or could have presented to the Indian Claims Commission pursuant to the Act of August 13, 1946, Ch. 949 60 Stat. 1049, 25 U.S.C. §70 et seq., by the entry of a judgment in favor of the plaintiff in the sum of five million dollars ($5,000,000.00), were fully compromised and settled. By the terms of said settlement, all rights, claims, demands, payments on claim, counter-claims or offsets which the United States has or could have asserted against

the plaintiff under the provisions of Section 2 of said Indian Claims Commission Act from the beginning of time through June 30, 1951, were settled and any future action thereon barred. The stipulation of settlement specifically provided that notwithstanding anything therein contained to the contrary, the settlement shall not affect any right or cause of action the Hopi Tribe may have under and by virtue of the Act of December 22, 1974 (88 Stat. 1712), provided however, that the United States does not waive its right to contend that the Hopi Tribe has no right or cause of action against the United States under and by virtue of said Act, and further, that the final judgment entered pursuant to said stipulation shall be by way of compromise and settlement and shall not be construed as an admission by either party as to any issue for purpose of precedent in any other case or otherwise.

8. On August 25, 1976, plaintiff, through its legal counsel, submitted its offer to the defendant to settle the claims of the Hopi Tribe for the sum of five million dollars ($5,000,000.00) submitting therewith a proposed stipulation for entry of final judgment. On October 5, 1976, Peter R. Taft, Assistant Attorney General of the United States, accepted said offer on behalf of the defendant in the following language:

> The offer to settle the claims in Hopi Tribe v. United States, Docket No. 196, before the Indian Claims Commission, for the sum of $5,000,000, as outlined in your letter of August 25, 1976, and attached proposed Stipulation for Entry of Final Judgment, is accepted subject to the following conditions.
>
> 1. That the proposed settlement be approved by appropriate resolutions of the governing body of the plaintiff tribe.
>
> 2. That the approval of the settlement, as well as the resolutions of the tribe, be secured from the Secretary of the Interior, or his authorized representative.

3. That a copy of each resolution and the approval of the terms of the settlement by the Department of the Interior be furnished to this Department.

4. That the Commission shall approve of this settlement and the stipulation before the judgment is entered.

Your offer of settlement is also accepted with the understanding that subsequent to your letter of August 25, 1976, you agreed to change paragraph 2 of the proposed Stipulation for Entry of Final Judgment so as to read as follows:

> 2. Entry of final judgment in said amount shall finally dispose of all rights, claims or demands which the plaintiff presented or could have presented to the Indian Claims Commission pursuant to the Act of August 13, 1946, ch. 949, 60 Stat. 1049, 25 U.S.C. § 70 et seq., and the plaintiff shall be barred thereby from asserting any such rights, claims or demands against the United States in any future actions.

The Department of Justice will be happy to work out with you the appropriate motions and orders necessary to carry into effect the offer of settlement subject to the conditions specified herein.

9. Pursuant to the offer and acceptance, a stipulation for compromise settlement and entry of final judgment was signed by representatives of the Hopi Tribe and attorneys for the parties. The stipulation is as follows:

STIPULATION FOR ENTRY OF FINAL JUDGMENT

WHEREAS, the above-entitled action was commenced before the Indian Claims Commission, and certain of the issues presented for determination were tried and decision rendered, which decision was affirmed by the United States Court of Claims, and is now before the Supreme Court of the United States on Petition for a Writ of Certiorari; and

WHEREAS, the Hopi Tribe claims aboriginal possession and Indian title to the lands described in its Petition before said Indian Claims Commission as reduced to conform with Petitioner's proof at the time of trial, and as requested in Plaintiff's Request for Finding No. 20, which land is described in general as follows, to wit:

Beginning at the juncture of the Colorado and Little Colorado Rivers; thence in a southeasterly direction along the Little Colorado River to a point at the mouth or entrance of the Zuni River into said Little Colorado River; thence in a northerly direction along the boundary line of the Navajo country as fixed by the Merriwether Treaty of 1855 to a point where said Merriwether line intersects the San Juan River; thence along the San Juan in a generally westerly direction to its juncture with the Colorado River; thence in a southwesterly direction along said Colorado River to point of beginning.

and

WHEREAS, Plaintiff desires to settle this action and the claims alleged therein to the extent, in the manner and upon the terms and conditions hereinafter set forth, and deems such settlement desirable and to the best interests of the Hopi Tribe and its members; and

WHEREAS, the Defendant, the United States of America, denies all liability with respect to any and all of the facts or claims alleged in the Petition but considers it desirable and in its best interest to settle this action and the claims alleged therein to the extent, in the manner and upon the terms and conditions hereinafter set forth to avoid the further expense, inconvenience and distraction of burdensome and protracted litigation and to put to rest the claims to be settled; and

WHEREAS, settlement negotiations have taken place between the parties and a settlement agreement has been reached.

NOW THEREFORE, it is hereby stipulated and agreed, by and among the undersigned, subject to such approvals or required by law that the above-entitled action shall be settled and compromised to the extent, in the manner and upon the terms and conditions hereinafter set forth.

1. All claims of and on behalf of the Hopi Tribe before the Indian Claims Commission pursuant to the Indian Claims Commission Act of August 13, 1946, ch. 949, 60 Stat. 1049, 25 U.S.C. §70 et seq., shall be compromised and settled by entry of a single final judgment for Plaintiff in the amount of FIVE MILLION DOLLARS ($5,000,000.00).

2. Entry of final judgment in said amount shall finally dispose of all rights, claims or demands which the plaintiff presented or could have presented to the Indian Claims Commission pursuant to the Act of August 13, 1946, ch. 949, 60 Stat. 1049, 25 U.S.C. §70 et seq., and the plaintiff shall be barred thereby from asserting any such rights, claims or demands against the United States in any future actions.

3. Entry of final judgment in the aforesaid amount shall finally dispose of all rights, claims, demands, payments on the claim, counterclaims or offsets which the United States has or could have asserted against the Plaintiff under the provisions of Section 2 of the Indian Claims Commission Act of August 13, 1946, ch. 949, 60 Stat. 1049, 25 U.S.C. §70a, from the beginning of time through June 30, 1951, and the United States shall be barred thereby from asserting against the Plaintiff in any future action, any such rights, demands, payments on the claim, counterclaims, or offsets attributable to such period.

4. Notwithstanding anything in this Stipulation to the contrary, this settlement shall not affect any right or cause of action the Hopi Tribe may have under and by virtue of the Act of December 22, 1974 (88 Stat. 1712), provided, however, that the United States does not hereby waive its right to contend that the Hopi Tribe has no right or cause of action against the United States, under and by virtue of said Act of December 22, 1974.

5. The final judgment entered pursuant to this Stipulation shall be by way of compromise and settlement and shall not be construed as an admission by either party as to any issue for purpose of precedent in any other case or otherwise.

6. The final judgment of the Indian Claims Commission pursuant to this Stipulation shall constitute a final determination by the Commission of the above-captioned case, and shall become final on the day it is entered, all parties waiving any and all rights to appeal from or otherwise seek review of such final judgment.

7. The parties agree to execute and file with the Commission a joint motion for entry of final judgment pursuant to this Stipulation, submitting a proposed form of final judgment for the approval of the Commission.

DATED this 11th day of November, 1976.

/s/ Peter R. Taft
Peter R. Taft
Assistant Attorney General
of the United States

/s/ John S. Boyden
John S. Boyden
Attorney of Record for
Plaintiff

/s/ A. Donald Mileur
A. Donald Mileur

/s/ Dean K. Dunsmore
Dean K. Dunsmore
Attorneys for Defendant

/s/ Samuel Shing
Samuel Shing

/s/ Roger Honahni
Roger Honahni

/s/ Abbott Sekaquaptewa
Abbott Sekaquaptewa

/s/ Logan Koopee
Logan Koopee

AUTHENTICATION OF SIGNATURES

I certify that the foregoing signatures of the Chairman and Secretary of the Hopi Tribal Council of the Hopi Indian Tribe are genuine, and that the Resolution was adopted in my presence in accordance with the recitals therein.

DATED this 15th day of October, 1976.

/s/ Alph H. Sekakuku
Alph H. Secakuku, Superintendent
Hopi Indian Agency
Keams Canyon, Arizona

10. Prior to the signing of said stipulation, on October 14 and 15, 1976 at a regularly-called meeting of the Hopi Tribal Council, which Council is the governing body of the Hopi Tribe, the stipulation was fully discussed and explained by John S. Boyden, attorney for the Hopi Tribe in said matter, with each member of the council having in his or her possession a written report by said attorney to the Hopi Tribe concerning said proposed settlement. Mr. Boyden clearly distinguished the above-entitled claim from the land recovery cases, Healing v. Jones, 210 Fed. Sup. 125 aff'd. 373 U.S. 758 (1963) and Sekaquaptewa v. MacDonald, now pending in the United States District Court for the District of Arizona, pursuant to the Act of December 22, 1974, 88 Stat. 1712. It was explained that the above-entitled action was not an action for the recovery of land and that the petition of a group of Hopi Indians from the Village of Shungopavi filed with the Indian Claims Commission for full restoration of land rather than for money judgment, was unable to proceed because it was not authorized under the statute (See order dismissing petition dated May 31, 1957, Docket No. 210). After full and free discussion, a resolution of the Hopi Tribal Council was passed in the following form:

HOPI TRIBE
RESOLUTION
H-112-76

OF THE HOPI INDIAN TRIBE, AN INDIAN REORGANIZATION ACT ORGANIZATION, ON BEHALF AND AS A REPRESENTATIVE OF THE HOPI INDIANS AND THE VILLAGES OF FIRST MESA (CONSOLIDATED VILLAGES OF WALPI, SHITCHUMOVI AND TEWA), MISHONGNOVI, SIPAULOVI, SHUNGOPAVI, ORAIBI, KYAKOTSMOVI, BAKABI, HOTEVILLA AND UPPER AND LOWER MOENKOPI.

WHEREAS, the Hopi Tribe, an Indian Reorganization Act organization, 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, Sipaulovi, Shungopavi,

Oraibi, Kyakotsmovi, Bakabi, Hotevilla and Upper and Lower Moenkopi, is prosecuting a claim before the Indian Claims Commission, identified as Docket 196; and

WHEREAS, claims attorneys for the Hopi Tribe have recommended compromising and settling the claims in said Docket 196 for a net judgment of FIVE MILLION DOLLARS ($5,000,000.00); and

WHEREAS, the members of the Tribal Council have met to consider said proposal which was fully explained by counsel; and

WHEREAS, the members of the Council were given ample opportunity to ask questions and discuss the issues involved in the proposed settlement.

NOW THEREFORE,

BE IT RESOVED, that the proposed settlement of Docket 196 before the Indian Claims Commission, by entry of a final judgment in the sum of FIVE MILLION DOLLARS ($5,000,000.00), finally disposing of all rights, claims or demands which the Hopi Tribe, as plaintiff, presented or could have presented to the Indian Claims Commission pursuant to the Act of August 13, 1946, 25 U.S.C. §70 et seq., and further settling and finally disposing of all rights, claims, demands, payments on the claims, counterclaims, or offsets which the United States has or could have asserted against the Hopi Tribe, under the provisions of §2 of the Indian Claims Commission Act, 25 U.S.C. §70a from the beginning of time through June 30, 1951, is hereby approved and Samuel Shing, Roger Honahni, Abbott Sekaquaptewa, and Logan Koopee are hereby authorized and directed to sign a Stipulation for Compromise Settlement and Entry of Final Judgment in the form attached hereto as Exhibit 1 and file the same with the Indian Claims Commission.

BE IT FURTHER RESOLVED, that the persons mentioned in paragraph 1 above are hereby authorized and directed to sign and execute such Stipulation or other documents as may be necessary and proper to the proper entry of said compromise settlement before the Indian Claims Commission.

BE IT FURTHER RESOLVED, that Samuel Shing, Roger Hoahni, Abbott Sekaquaptewa, Logan Koopee, and Dewey Healing are hereby authorized to appear before the Indian Claims Commission to testify in any hearing which may be held on said settlement and take such action as is necessary to complete said settlement in accordance with the rules of the Indian Claims Commission and decided cases of that Commission in connection with such settlement and compromise.

BE IT FURTHER RESOLVED, that the Commissioner of Indian Affairs and the Indian Claims Commission are hereby requested to approve said settlement in the amount of FIVE MILLION DOLLARS ($5,000,000.00).

C E R T I F I C A T I O N

I hereby certify that the foregoing resolution was regularly adopted by the Hopi Tribal Council in accordance with Article VI, Section 1(a), of the Hopi Tribal Constitution on the 15th day of October, 1976, by a vote of 16 in favor, 0 opposed, 0 abstaining, with the Chairman not voting after full and free discussion on its merits.

/s/ Abbott Sekaquaptewa
Abbott Sekaquaptewa, Chairman
Hopi Tribal Council

ATTEST:

/s/ Leona J. Natseway
Leona J. Natseway, Tribal Secretary
Hopi Tribal Council

AUTHENTICATION OF SIGNATURES

I certify that the foregoing signatures of the Chairman and Secretary of the Hopi Tribal Council of the Hopi Indian Tribe are genuine, and that the Resolution was adopted in my presence in accordance with the recitals therein.

DATED this 15th day of October, 1976

/s/ Alph H. Secakuku
Alph H. Secakuku, Superintendent
Hopi Indian Agency
Keams Canyon, Arizona

Attached to said Resolution was the stipulation as set out in paragraph 9 hereof.

11. At the request of legal counsel for the Hopi Tribe, and with the consent of the Hopi Tribal Council, the Superintendent of the Hopi Reservation issued a call for a general meeting of the Hopi Tribe to be held on October 30, 1976. Notices of the meeting in proper form were duly posted at 23 public places upon the reservation. Since some Hopi Indians were attending school at the Phoenix College in Phoenix, Arizona and at Maricopa Technical College in Phoenix, Arizona, notices were posted at those colleges. Notices of the meeting were published in a Hopi Indian Publication called Qua'Toqti, a weekly publication serving the Hopi people and of general circulation, both on and off the Reservation, for three successive weeks commencing on the 14th day of October, 1976, and ending on the 28th day of October, 1976. Publication of the notice was also had in the Arizona Republic, a newspaper of general circulation in the State of Arizona on October 18 and 19, 1976. The Hopi paper, Qua'Toqti, also carried news articles concerning the proposed settlement in the issues of October 14, 21 and 28, 1976. Radio station KINO in Winslow, Arizona, which is generally heard throughout the Reservation as well as in the Winslow, Holbrook, Flagstaff areas, on October 21, 1976, announced the meeting to its listeners. Television station KOAI, Channel 2, carried two full one-hour programs on October 21 and 29, 1976. On October 21, 1976, statements were made in Hopi language by Abbott Sekaquaptewa on behalf of the Hopi Tribal Council and opposition statements in the Hopi language were made by Caleb Johnson, Myna Lenza and others who represented a political faction which considers itself to be the Hopi traditional leadership. On October 29, 1976, a debate was conducted in

Hopi language between Abbott Sekaquaptewa and Thomas Banyacya with Caleb Johnson and Alvin Dahsee, Hopi Tribal Vice-Chairman, posing questions to the debators. Station KOAI is heard throughout the reservation without necessity of cable and is generally heard throughout all the villages. The same station has a wide listening audience outside the reservation.

12. On the 30th day of October, 1976, at the Hopi Day School in Oraibi, Arizona, a general meeting of the Hopi Tribe was held. The meeting was called for 10:00 o'clock A.M. but at 10:00 o'clock A.M. many people were still arriving and the proceedings did not commence until approximately 10:30 A.M. Alvin Dahsee, Vice-Chairman of the Hopi Tribal Council, presided with Abbott Sekaquaptewa acting as interpreter, interpreting from the English language into the Hopi language and from the Hopi language into the English language for the purpose of assisting all present to understand the proceedings. Copies of the report of John S. Boyden, claims counsel for the Hopi Indian Tribe, to the Hopi Tribe consisting of Hopi Indians living on and off the Hopi Reservation, including Hopi Indians of the villages of First Mesa (Consolidated villages of Walpi, Shitchumovi and Tewa), Mishongnovi, Sipaulavi, Shungopavi, Oraibi, Kyakotsmovi, Bakabi, Hotevilla and Upper and Lower Moenkopi, were passed out to those present. A map illustrating the Hopi aboriginal claim, the Claims Commission findings, the Executive Order Reservation of 1882 and the 1934 Boundary Bill Reservation was also distributed to assist in the presentation of the report of the attonrey. Mr. Boyden also exhibited two large maps with details of the matters to be discussed traced upon them. Additional help was required and furnished to

positively identify names on the map that did not correspond with the commonly-used Hopi names for the same areas. The maps were discussed with sufficient particularity that those present were easily able to determine the location of the various lines drawn thereon. Approximately 400 or more people attended the meeting, however, by the time of voting, there was a lesser number because of the length of the meeting which extended over a period of approximately 7 hours. Mr. Boyden proceeded to explain all of the issues involved in the settlement, much in the same manner as he had presented the matters to the Hopi Tribal Council previously. References were repeatedly made to the written report which was in the hands of the listeners, and each topic set out in the attorney's report was discussed fully. After the report of the attorney had been concluded, members of the Tribe asked specific questions which were answered either by Mr. Boyden or by Mr. Abbott Sekaquaptewa when they pertained to the Hopi Tribal Council action. One member of the Hopi Tribe inquired as to whether the five million dollars ($5,000,000.00) was net or whether there were expenses and attorneys' fees to be deducted therefrom. Mr. Boyden explained that there were expenses, although not as heavy as usually expected in a case of this kind, to be paid out of the judgment. He also indicated that the fee of the attorney would be determined by the Indian Claims Commission, but by law it could not exceed ten percent (10%). After all questions asked had been answered, various members of the Tribe then expressed their personal views in talks that were limited to five minutes except where extensions were granted. At the conclusion of the talks, Mr. Ronald Moore moved that the meeting proceed

to ballot upon the proposition of accepting the offer as had been worked out under the terms of the proposed stipulation and as had been approved by the Tribal Council. The motion was seconded by Raymond Coin and a voice vote taken. The ayes were obviously in the majority and the Chair declared the voting would commence. Provision was made for the registering of each person voting and a record kept. Numbers upon the ballots were clipped before being deposited in the ballot box, keeping the voting secret. All tribal members of the Hopi Tribe 18 years of age or older making application to vote were allowed to do so with the exception of two or three voters who appeared after the balloting had been completed and the votes counted. An appeal board was provided for any questions raised as to the eligibility of a person to vote. However, all voting decisions in this regard appeared to be satisfactory. Upon the ballots were inscribed the following:

> On the proposal that Docket 196 be settled for $5,000,000.00, I vote:
>
> _____ Yes _____ No
>
> (Place an "X" or a "✓" at preferred place indicating your vote.)

Two types of ballots were prepared, one in white for Hopi members 21 years of age or older and pink ballots for those 18 through 20 years of age. Counting was done with ample supervision to assure accuracy resulting in a final vote of 229 voting for the adoption of the settlement and 21 votes voting against the adoption. Two or three ballots were spoiled.

13. At the meeting of the general Hopi Tribe on the 30th day of October, 1976 as above-stated, the discussions were free, open and voluntary with no undue influence. The voting was conducted in a fair and orderly manner. The facts were clearly and fully presented to enable all Hopi members to understand, and the sentiment of the members present was truly expressed.

14. Alph H. Secakuku, Superintendent of the Hopi Reservation, Keams Canyon, Arizona, attended the meeting of the Tribal Council on October 14 and 15, 1976, and the general meeting of the Hopi Tribe on October 30, 1976, and submitted a report to the Bureau of Indian Affairs, a copy of which was introduced in evidence as Exhibit "S-1". Theodore C. Krenzke, Acting Deputy Commissioner of Indian Affairs, on behalf of the Secretary of the Interior and the Commissioner of Indian Affairs, approved the proposed settlement by letter dated November 8, 1976, to John S. Boyden, Esquire, Boyden, Kennedy, Romney & Howard, attorneys for the plaintiff, which was introduced in evidence as Exhibit "S-2". After reviewing the matters contained in the report of the superintendent of the Hopi Reservation and other pertinent material, the letter concluded in the following language:

> We are satisfied that the general tribal meeting of October 30, 1976, was well publicized and that the tribal members had an opportunity to attend and to express their views. The meeting was satisfactorily conducted with the voting held after the members had an opportunity to consider the proposed settlement. The meeting of the Hopi Tribal Council on October 14-15 was also satisfactorily called and conducted with Resolution H-112-76 approving the settlement being duly adopted. Resolution H-112-76 and the action taken by the tribal members at the October 30 meeting to accept the proposed settlement are hereby approved.

In light of the information which you have furnished to us, that which has been furnished by the field office, and that obtained from other sources, we are satisfied that the proposed settlement of the claim in Docket 196 is fair and just. The proposed settlement is hereby approved.

Sincerely yours,

/s/ Theodore C. Krenzke

Acting Deputy Commissioner of Indian Affairs

15. At the hearing held by the Commission on November 11, 1976, on the joint motion for entry of final judgment pursuant to the Stipulation, John S. Boyden, attorney for plaintiff, expressed his opinion that the settlement was just, fair and beneficial to the Hopi Indian Tribe and its members and recommended its approval. Mr. Dean K. Dunsmore, attorney for defendant, stated that he considered the settlement fair to both plaintiff and defendant and recommended approval.

16. The following witnesses testified at the hearing before the Commission on November 11, 1976.

(a) Abbott Sekaquaptewa, Chairman of the Hopi Tribal Council

(b) Samuel P. Shing

(c) Roger Honahni

(d) Logan Koopee

(e) Dewey Healing

(f) Alph C. Secakuku, Superintendent of the Hopi Reservation

The foregoing witnesses testified that members of the Tribe asked numerous questions which were all answered by the attorney or by the Chairman of the Hopi Tribal Council when it pertained to matters particularly within his knowledge and that after the discussion ended the Tribe voted overwhelmingly to accept the settlement, and that in their opinion, the settlement was fair and reasonable for both parties.

From the foregoing facts and based upon the testimony of the witnesses, the record at all stages of the litigation, the representations of counsel and all other pertinent facts, the Commission makes the following:

CONCLUSIONS OF LAW

1. The Hopi Tribe was given adequate notice of and sufficient time to debate and vote on the merits of the proposed settlement; the settlement has been fairly entered into by the Hopi Tribe; the Hopi Tribe understood the terms of the proposed settlement and its ramifications; the Hopi Tribe's approval of the proposed settlement was not induced by fraud, duress, coercion or misrepresentation in any form and; the proposed settlement was duly approved by the Commissioner of Indian Affairs.

2. The terms and conditions of the compromise settlement as set forth in the stipulation for entry of final judgment are equitable and just for both parties. Accordingly, said compromise settlement and stipulation are hereby approved and final judgment will be entered in favor of the plaintiff in the amount of five million dollars ($5,000,000.00).

Jerome K. Kuykendall, Chairman

Margaret H. Pierce, Commissioner

John T. Vance, Commissioner

Brantley Blue, Commissioner

Richard W. Yarborough, Commissioner

BEFORE THE INDIAN CLAIMS COMMISSION

THE HOPI TRIBE, an Indian Reorganization Act Organization 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, Shungopavi, Oraibi, Kyakotsmovi, Bakabi, Hotevilla and Upper and Lower Moenkopi,	)	
Plaintiff,	)	
v.	)	Docket No. 196
THE UNITED STATES OF AMERICA,	)	
Defendant.	)	

FINAL AWARD

Upon joint motion for entry of final judgment by the parties herein, as presented on November 11, 1976, pursuant to stipulation for entry of final judgment filed with said motion, the Commission considered all the evidence presented, both oral and written, at a hearing held on said 11th day of November, 1976. The Commission having entered findings of fact, which are hereby made a part of this order, concludes as a matter of law that the proposed settlement of the plaintiff's claims is equitable and just to both parties and that final judgment should be entered in accordance with the stipulation.

IT IS THEREFORE ORDERED that the stipulation for entry of final judgment is hereby approved, that the joint motion for entry of final judgment is hereby granted, and that the plaintiff have and recover from defendant the sum of five million dollars ($5,000,000.00), subject to the terms and provisions as set forth in the stipulation for entry of final judgment.

Dated at Washington, D. C., this 2nd day of December 1976

Jerome K. Kuykendall, Chairman

Margaret H. Pierce, Commissioner

John T. Vance, Commissioner

Brantley Blue, Commissioner

Richard W. Yarborough, Commissioner