

Hotevilla Meeting, 8-7-1954. With John S. Boyden superintendent Clyde Pensoneau, representatives from Shungopavi, and from the Hopi Tribal Council. John S. Boyden Collection, MS# 823, Box 37, folder 7. J. Willard Marriott Library Manuscripts Division. University of Utah, Salt Lake City.

HOTEVILLA MEETING
Hotevilla, Arizona

August 7, 1954

Present:

Superintendent Clyde W. Pensoneau; Attorney John S. Boyden; Dan Kachongva and other representatives from Hotevilla; Andrew Hermaquaftewa and other representatives from Shungopavy; Tribal Council Representatives Andrew Seechoma and Samuel Nahee; Interpreters Thomas Jenkins, David Monongye and Albert Yava; Recorders Leora Weaver and Barbara Freeman; and 35-36 Indians.

Dan Kachongva: Mr. Pensoneau, did you want Albert Yava as Interpreter?

Superintendent Pensoneau: No, I do not think that is necessary. This is your meeting, and you would no doubt like to have Thomas interpret, and then if there is something that needs clarification Albert will help translate it. That will be all right.

David Monongye: The purpose of calling you to be present at this meeting at this time is because some time ago we had a big meeting up here. We happened to run into the contract, and I called upon some Council Members to give us more interpretation on that, but they refused, and so I thought maybe they had made some obligations that they didn't want to read to the public so we thought we should have a clearer understanding of the contract. We would like to go into that and let you interpret and give us a greater understanding on that. From our lack of education and not understanding English, I think it would be proper to go into it and give us a freer understanding of the contract and how it stands.

Dan Kachongva: That thinking had gone about among the Hopi people that we did not understand some of the contract, and it seems you are trying to work for every village, but to my understanding we did not accept this contract. That is contrary to our minds. We have our own beliefs and from this standpoint we did not want to follow. We have our own instructions from the Creator, so working from that idea we did not want to implicate ourselves with your contract that you are working with at this time.

Considering these matters our way, the Hopi people at this village or any of the villages that gathered here at that meeting. The time is to express to the world--the land must speak for it--what we are doing at this time, so we called the meeting and put out the publication to the people and invited them to come, whoever wanted to come, especially the people that have our beliefs. The beliefs are similar to one another. Therefore, we called them to the meeting to consider these things--all those things that are blocking a way towards our goal. The time will come that we will come to our destination, so therefore, we called the meeting. In the other meeting we expressed and clarified the things from our side in the Hopi way, a Hopi belief. Then we came to a point where we ran into the contract and so we called upon these members to give us more interpretation on that but they refused, and they did not want to read the contract.

My intention was to call upon them to read the contract. Then my interpreters would go into it after they finished reading it. That is our understanding about the contract, but they refused and went off. They only said a few words and they are depending on their superior, and it might be because they are working with you, and I have no doubt they are depending on their superior and you. So at this time we called you to this meeting to go into the questions and to give us more clarification so that we will understand what they are all about.

Dipping into things we have gone into the way of our life and our beliefs. We gathered and had gone into it by way of the Hopi beliefs. At that time Mr. Pensoneau was new so he didn't know anything about it, and then afterwards we got into it, and we called upon him and had a talk with him at that time. We came to the same thing--this contract that we didn't know anything about. So we called upon Mr. Pensoneau if we couldn't go into it sometime after we met here. We finally got to it, and so we are here at this time to get more interpretation about the contract. The thing we wanted to get full understanding about the contract involves land--that is the very thing we want to go into. We have talked this over for quite a while since this was made. And as you know, this contract stated in there that all the villages had agreed to it, but it is our understanding, from our side, we did not agree with you on that. But how come that you wanted to work for all the villages, even those that are not going along with you on that contract? That is another question we have.

(Albert Yava interprets further): I do not want to criticize the interpretation at all. I know David is trying to put over the points. He is speaking to my understanding to both of you, the lawyer and also the present agent. He is speaking in terms of what he believes, and what he is pointing out are very vital things--that we are the aborigines of this land, and what we are advised in the way of our history also including tradition. Because of that, we have our own certain thoughts with consideration of that kind of approach. The proper thing for us to do is revert back to what we are instructed in. It seems you have taken up something with another body that seems to disturb the people here. It might be that on account of lack of understanding of what you are trying to do for the Hopis as a whole, probably as I see it there might be misunderstanding in that respect. That is our purpose in calling you here, those of us who are still adhering to our history and tradition. As I said we will still agree to work and solve our problems with this thing in view. We have asked the other body who you seem to work with and who you seem to find favor with, and they seem to find favor with you, to the end that it might be taken that you are working for the people as a whole, but when an approach was made to those people who are members of the other body which we call the Council, they are reluctant to go into this contract to interpret to us just what it is. Possibly it is a misunderstanding on our part again in that respect. But like I say, they are reluctant to tell us anything about it but instead of that they wanted to pass it on to someone else to decide for them whether it is proper for them to go ahead and explain to us what it contains. They didn't do that at all. Again I would say that we are lost again for an explanation and you here, the new agent, you didn't intend to go ahead and give us in detail what is what, being new. But it seems like the lawyer here, working with the other body, might know just what it is all about, and we wish

to have him explain what the contract reads and what it contains. That is the point he is trying to put over. There is another thing on top of that that I knew he is aiming at. Because of those things, like I said, both parties having a misunderstanding even though we are people as a whole--the same color of pigment in our skins, because of that we are not working like we should to gain our end, so therefore, we are here to hear from you if you can possibly explain it. That is another point he wanted to point out. The last thing he said was--we are here to hear from you if you can possibly explain the contents of the contract. We would like to hear it.

As I have stated, it seems we have run into conflict among ourselves because of the contract and I think it is time for you to go ahead and explain to us what the contents of that contract are.

Dan Kachongva: All those things confused us at the time so we will now call upon you to go into the contract and give us some understanding on that. It is time for you to get the contract and go into it.

Superintendent Pensoneau: David, would you ask Dan if I may say a few words first?

Dan Kachongva: You may take the floor.

Superintendent Pensoneau: The reason I wanted to say a few words first before we get started on the explanation of the contract is because I listened to what Dan said through the interpreter and he is exactly right about how Mr. Boyden came to be here today. I thought also it might be a good opportunity for me to retrace some of the things I have told you people at the various meetings held. I have stated to you that my instructions have been from the Area Office and also the Washington Office to work with all groups. I thought that today, in the presence of the Council members represented here, I would like to make that statement since I have made that same statement to you. I think your idea of getting Mr. Boyden here today was excellent, in order to eliminate any misunderstanding previously with reference to the contract. And as I recall the day you requested his presence, it was in connection with the land. I am sure Mr. Boyden will answer, or try to answer, all the questions that you people have today. My objective is to continue to work with all groups. If there is a misunderstanding there is only one way to iron that misunderstanding out--by all of you talking the situation over thoroughly as gentlemen, which I know you are.

One more point I would like to emphasize: Mr. Boyden didn't come here with any prepared statement. I told him over the telephone that you people would probably have questions to ask him and maybe his time could be best spent by answering those questions. I met him in Flagstaff and he has come here at considerable inconvenience to himself, as I know he is a very busy man. I told him I thought it was important that you people get an explanation of the contract from him. I am glad that you have representatives from one of the other villages and I know they probably have questions too. I would like to say again the purpose of Mr. Boyden's coming here is at your request and since he is here I think you should ask him the questions that are not clear in your mind, like the contract, or any other matters; also Council representatives are here and I don't think this group is going to

get mad and run out like the other fellows did. I think if you question these men in the right manner they will answer your questions, and if I can help, I will. I just wanted to say this before we get started.

Albert Yava answered some questions David asked and then he spoke in Hopi to the group.

Superintendent Pensoneau: Just one more thing I would like to say. That is this: The reason I asked Albert to come is that I am very anxious the talk at this meeting be put out straight and it isn't that I don't trust you fellows as interpreters. I have known Albert Yava long before I came to Keams Canyon and I know he has worked with your constitution and by-laws as interpreter and I know he understands quite a bit about the contract. I sent him a telegram and also talked with him and said "This situation needs a good clear explanation." I told him, "I would like to have you help the Hotevilla people in this explanation if they want your help." and that is how he came to be here.

Simon Scott: Mr. Boyden and Mr. Pensoneau, I want to make a few statements. As to what you have stated--you have stated that we must know what each other is talking about. Years back at the treaty time we didn't know each other, but up to the treaty time when our white father forced us into his life and taught us the very majority things that we should live up to, although the Hopi people at the creation time came with all good thoughts and they have the long range program as they started at the beginning.

Today when we are having the white man with us and we don't consider anything that is going to cause trouble. We are going to consider ourselves--whether we are human with some kind of good sense or with bad sense, with a bad discipline or a good discipline, or a good nature law or a bad nature law. These things each human has in his mind to do and we can use either one of these, good or bad. In the treaty time I want to ask this--whether at the time the treaty was made with the white man if it was made to steal the property from the Indians or whether we should be fighting along as we go, or whether the treaty was made with a good will as when the world was created and our white father taught us to have a clean living, have clean speech, to be a clean sport and to be a fair player. All the years from time to time up to my time someone has forgotten his teaching and today I do not believe we are playing fair. Someone is not playing fair. This is my biggest thought that I have studied about ever since we have had this meeting and other meetings. Let us sit down like humans and talk the matters out, ask Mr. Boyden what we have in mind to ask and I am sure he will answer every question to make us understand and I am sure if Mr. Boyden doesn't know some of the Hopi side I am sure Dan will answer everything and will want to be honest and will answer everything. Let us all listen closely and try to get the good things and put in ourselves so that we will follow the good life. That is what we have been struggling to be. Our old people have been telling us, "Don't steal, don't lie, don't take any other people's religion and don't take any one else's property." I don't know whether the white man has as his charter the Holy Bible and if that is his tradition, and if it teaches the same thing.-- whether he was instructed that way....

I have already learned it before, at school. I have learned just ex-

actly what my people have instructed. George Washington was an honest man when he chopped the cherry tree down. Our government at that time taught us to follow his character and stand shoulder to shoulder but we have lost that word. It seems we have lost the good word and something has corrupted the world. Someone has done it. Our direction is lost. This is the point I would like to bring out to you.

Dan Kachongva (After Scott had spoken further to the Hopis) That is the very thing we wanted to come out for--to read the contents of the contract so we will now call upon Mr. Boyden to read the contract and we can listen and try to understand what the contents are and then we can explain why we do not want to go along with you. So you read the contract now, and then we will go into it.

Attorney Boyden: I am very happy to come here and talk to you about the contract. When your superintendent asked me to come I told him I was busy but would come if he thought it was important. Mr. Boyden asked Albert to interpret and the others could speak on what he said.

David Monongye: That is O. K.

Attorney Boyden: Let us get straight first of all which contract we are talking about. First of all I had what was called the "Claims Contract" which could be entered into, according to law, by just a couple representative people. The law requires just two or three people, but we are not talking about that contract today. That is--about what claims you have against the government. That does not run out now and we are not talking about that contract today.

A general contract was entered into three years ago and there are only 24 more days left on that contract, so what representation I have for any of the Hopi people will cease in 24 days from now. That contract, on which there are only 24 days left, was explained to you in a meeting similar to this three years ago. I remember many of you here today were present at that meeting and undoubtedly will remember. Now, quite a few of the people, including the villages that signed the contract before, and the Hopi Tribal Council, have expressed a desire to me that I enter into a contract with them for another three years, to handle their general work and this is the contract that I have with me and that is the one that I assume you want me to explain today so that you will know for sure what that contains.

Now I know it is awfully easy to forget even if you were present when this contract was explained. But rather than explain just a few changes that were made in it I think I will explain all the provisions in the contract, assuming you don't remember anything of what was in it or what was explained before.

Albert Yava: There is a matter. Like you say you assume that is what they want to hear. The question is, "Is that what they want to hear--the general contract that you speak about." They are just sayin' to one another, "Is that what we want to hear about?" We will just wait until they give us a definite answer as to whether that is what they want to hear about. (David held up the contract which the members wanted interpreted.) This is the one we went into but we may not fully understand what the contents are, but would like for you to go into it and give more interpretation on

it, so that all could understand the contents of it, and I believe it involves the land.

Attorney Boyden: (Took the contract and said it was not the one up for consideration. It was the "Claims Contract" entered into in 1951 and it runs for a period of ten years.)

David Monongye: The chief wanted that to be explained.

Attorney Boyden: That will take quite a bit of time. Nothing is to be done on this now, but you have the right to an explanation. I suppose I had better tell you what it means, and since you have copies of it I see no point in just reading it.

David Monongye: Go along with the paragraphs and go right through. Each time give us an explanation so that we can understand, because as I have said, for lack of education and English speech I think you would be the very man to explain the contents so that we will all know what it is about. After reading it over we may ask you questions on some of the things that have been gone into in it.

Attorney Boyden: In order to present claims of all Indians against the government, the government said we will give you a period of so many years in which to present those claims. Now since Congress says you have only so long in which to present them they said it wouldn't be necessary to get everybody to agree to it--just two or three representative people who wanted to could present it on behalf of the people. They did that so that they could be sure everybody had their claims presented. The law just says that in those claims contracts a few could do it on behalf of the whole group. Now I went around and explained it to all of you in every village, including this one, that we had only a certain time to do it in. The same people who approved this contract were the same ones who asked me to work for them.

We had a lot more time than the law asked for but in this case there were seven villages, I believe, plus the Hopi Tribal Council, that asked me to go ahead on this contract, so that was more than was necessary under the law and that is why you are named in this, even though you are not party to it. You do not appear on the General Contract. After it says "You, the parties are" the first paragraph just says that the Hopi Tribal Council, pursuant to the resolution attached, employed me to act as their attorney, subject to the approval of the Commissioner of Indian Affairs. That is all the first one says. Not everybody named there signed the contract and to see which ones actually signed it you have to turn to the back where the resolutions are attached. They are on the back of this contract just handed me. At the time it was made it was hoped that all would sign it. I have the copies of the superintendent's file here and those are the ones who actually signed it. It may be those names were left off in your copy but it makes no difference, because the names are on the back. It might be the last page was drawn over. (There had been a discussion among the group, mentioning names of villages, etc. that were not on the contract.)

It makes no difference if all sign it. Only two or three could sign and the Indian Claims Commission would allow the claim. As a matter of

fact, a few from Shungopavy did draw another claim and sent it to Washington and it is still on the docket. It has never been disposed of.

Thomas Jenkins: Ever body can ask questions as we go along. If you go through your explanations without having any questions people will still be in the dark as far as questions are concerned.

Attorney Boyden: There are two ways you can do that. You can ask questions when they come to you and interrupt me or wait to the end and then ask me. Which way would you rather do it?

Thomas Jenkins: The reason I thought it would be better to ask questions as we go along. They look at it from their traditional side--some things they might want to question, as you said awhile ago. Take an example: You said the law says that only two or three could file a claim for all the tribe. Does that mean those three persons, of their own accord, and without going about to the other people--just those three decide to file for the tribe--do you mean they could go ahead and file for the tribe or are they supposed to say they are just filing for the tribe? Don't they have to go to all the people and say they are filing for the tribe?

Attorney Boyden: This copy you handed me was one I sent around to all you before the last contract was drawn. (Reading from constitution and by-laws) "It will be necessary for the superintendent to call a meeting at each of the villages -----" I notice in the contract finally signed that Hotevilla isn't even named. That is what we tried to do and couldn't. The last contract didn't have your name on it.

Under the law there are many cases in the country where there are just two or three of a tribe having filed a claim where they had no organization. The law was written so they could do that. That isn't true on a general contract, where you have a majority vote, but they have to go about that in a democratic way. On a claims contract that was not so, but I had nothing to do with that. Congress wrote the law.

While Congress said you could do that with just two or three, in the case of Hopi, I didn't do that. I went to every village and explained the contract but at Oraibi the old Chief didn't want us to talk to him, and I believe at Lower Moencopi we had a very short meeting, and the second time they didn't want to talk to us there. At the rest we explained the contract as I proposed it. It was changed somewhat before the Commissioner approved it and the Superintendent has a copy of the one finally done. It may not be just the same. That was the one I sent out in advance. Homer was tribal chairman then. On March 2, 1951, we sent a copy to the Secretary and Mr. Carnal and Mr. Harper, Area Director, so they could make copies and send out. They made mimeographed copies and sent them out to everyone who asked for them.

Thomas Jenkins: Apparently, when Homer received that he just kept it for a long time, but he may have told other people. Finally you said you would be coming out in a little while. Jest a week before you came out when I went over to the postoffice one day for my mail Carl Johnson handed me a copy and said it was something I should read. It was a contract and I asked him where he got it and he said Homer handed it to him. "How long ago?" "Oh, just a few days ago."

I took that and made copies and asked "Have you notified the other villages? Have you read it to the other villages? Has Homer explained it to the other villages as Mr. Boyden asked?" He said he didn't know. I was afraid it hadn't been explained. I took the contract and made five copies and came up here. I went over it as best as I know how to with the people here and at Shungopavy Village. By that time you came, in about three or four days. I didn't have a chance to go to any other village to explain. At the time Shungopavy didn't know about this and Hotevilla didn't know about it. Just before you came they held a meeting at the lower village or Oraibi, and they had this contract. Gene Frederick at that time was a Governor there. He had called a meeting and I went with another man (the one who was killed last night in the car accident). They read your letter and tried to explain it. After they had done that I asked Gene to explain it to the people there, and he said because of lack of understanding of legal terms it was hard for him to explain. I said "I believe that you know at least a little English and should make an attempt to explain it to the people as best you know so that the people can understand it." He said, "It is best when the Attorney comes, then he can explain it himself." I kept after them. He kept refusing until he got so hot he didn't want to talk about it any more. We ran into the night without explaining it and the meeting was over.

Attorney Boyden: So that we don't put too much blame on Homer, I remember that on March 29, 1951, a copy was sent Mr. Carnal and Mr. Harper. They made copies before I ever came down to discuss it. I am pretty sure they mimeographed it.

Thomas Jenkins: But I don't believe anybody had a copy, and I found no one in the village had a chance to read or have it explained to them before the attorney came. I went to Shungopavy, Oraibi, Hakabi and Hotevilla. They hadn't heard about it until you came. When we came to Hakabi that was the first time they heard about it and they asked for a little time to consider it, and you said you had already had a meeting with Shungopavy, with no final answer, and you were going back over there. You said to me that if Shungopavy turned you down you would pack up and go home because it would be no use to come to Hotevilla because some of the people did not accept you. That is just to point out that you didn't explain it at that time.

Attorney Boyden: There is no use saying what was done and said at that time because I complied fully with the Code of Federal Regulations. Every one of those meetings was called by the Superintendent and, according to the regulations, he had a secretary present and those minutes were prepared and signed by the secretary, showing what took place at the meeting--in most cases these were signed by Mrs. Whipple, Secretary to Mr. Carnal at that time. It is hard to go back three years and try to remember what took place at each village, but those minutes will show what happened at each meeting.

Albert Yava: Wait now and let them explain what you said. They just went briefly over what took place when you met at Shungopavy. You were going to make a claim for the Hopis; then you mentioned this small area. According to what he says they didn't agree with you on that. And when you spoke of the money it is just like collecting money, you might say, and

getting rid of your land, and after you receive payment for it, it is just like selling yourselves out. Speaking of the area you were going to make claim for, it did not include the widespread area that they themselves are working on for some time. So after they just told you they did not go with you as far as that was concerned and you just packed up and left.

Attorney Boyden: I had not made a study of it at that time, I was not sure just what area would be included at that time. Generally, that is just about what happened.

Albert Yava: Another thing he brought out was that you mentioned that according to the way it reads about the claim that any number (of people) like three could make a claim against the United States on behalf of the tribe for the land. That is another thing he brought out. According to the history and traditions how could a number such as three perform such a thing for the Hopi people as a whole? That is where there is a mistake, taking in everything else. How could three people have authority to speak for the tribe?

Attorney Boyden: As I remember the statute it says any number, not just three. But you ought not to ask me. That is a question to ask Congress. They are the ones who enacted that law. I didn't have anything to do with it.

Albert Yava: What I want to bring out to you, Mr. Boyden--after this discussion took place when I interpreted the paragraph 2 with reference to the constitution and by-laws of that article, immediately he caught on where such a thing had been made, and as far as tradition is concerned it doesn't jibe.

Attorney Boyden: But that isn't the Constitution and By-laws. That is the Indian Reorganization Act. You didn't have to rely on that because the law was drawn up in the Reorganization Act and the reason that Congress made it so easy to do that was because a lot of the people were not organized, and they (Congress) just made it easy to file the claims as they knew it would be impossible for some of them to get together, and they knew that, and that is why they made it so easy for the people to do that.

Thomas Jenkins: Didn't they have the rules and regulations of the Claims Commission on that point? Was that sent to the superintendent?

Attorney Boyden: Yes, he had them before I had them. They were sent from Washington.

Thomas Jenkins: What I am getting at is, was that explained to the people? People should know about those rules first so they will know just what the rules are. When the contract comes then they could look both ways--their traditions and the contract and they could approve or disapprove. So far as I know I don't believe any village knew about those rules.

Attorney Boyden: It is right in the law of the Claims Commission, and I don't know if the superintendent explained it or not. I wasn't there all the time, but I do know that I explained it when I was here and you knew about it then. It would have been better if you could have known sooner.

David Momongye: Since you have said that in Washington they didn't even recognize the Hopi people and didn't know anything about it, and so therefore, they went ahead and made a law that two or three people could do it. On top of that we had already formed. You knew that the first mesa and second mesa people had their own kikmongwi and they had already formed a government themselves on how to take care of themselves and their land, but there you have stated that you didn't know anything about it.

Attorney Boyden: As I remember, the statute says that if you are organized where you had a tribal organization under the Wheeler-Howard act you had the exclusive right to determine it. The tribal council did hire me and they did determine it. But you had some question as to whether they were recognized at that time. I told you in that letter before I came here that I wanted to explain it to every village, although the law said you could take any number if you were not properly organized. That is why I had the Superintendent call all those meetings and that is why I went to each village where they would hear me. Some of you told me before I got started that you wouldn't go along with me no matter what the contract said. In those cases I did not explain, I did my best to inform every one of you. When I got here I tried to explain to all the villages as far as they would listen.

Thomas Jenkins: Whether you explained it as to the contents of the contract or read it word for word, explaining it fully so that the people understood. Did you go around reading the contract word for word so that the people could understand it, or in a general way?

Attorney Boyden: I did two things--I sent copies before I came so you could study that before I came. I don't think I would read the whole thing paragraph by paragraph. What I tried to do instead of reading it word for word was to explain what each paragraph meant. You did have the printed matter so that you could read it word for word. I tried to explain what those words meant, in the best way I knew how.

Andrew Hermaquaftewa: Did you leave any copy with any men from Shungopavy?

Attorney Boyden: Personally, the only copies I prepared were the four copies I sent--two to the Tribal Council, one to the Superintendent and one for the Area Director. I know they had copies there at the office which they made, and which were available. I had a copy with me. I don't suppose I left them. I did try to explain in the best way I knew how, to make you understand what was in it. I did read or explain it in simple terms. I did the best I know how to make you understand. I know that the Superintendent's office made mimeographed copies and had them there for anybody who wanted them.

Simon Scott: I remember when you were up here with Sam Shing. We met at the house. The thing I asked you at the time Mr. Ladd was superintendent and I thought it read this way--you could file a claim either through the Council or through tradition, whichever way you wanted. That is the reason I asked "where did they agree on this--whether Hopi people could put it through the Council." Then I asked this, "are you going to put this through against the government for money?" You said, "Yes," and I said,

"How about the land?" You said, "I don't know."

Attorney Boyden: When you asked me if whatever I had put under this contract would be for money the only answer I could give was "Yes" because that is the way the statute reads. If you file for land the Claims Commission has no authority to give it to you. I told you that the only thing I could do was to file for money. But under the general contract I could go for land so that it would be filed on time, because under the general contract that is what I have been working for and I am trying all I can to stop the encroachment by the Navajos and trying to get as much of your land as possible; and then when they finally decide this claim we will go ahead on what land we don't get. Naturally that is the only way you can work it. I know that you would rather have the land so that is what I am trying to get for you and then take money for what land we couldn't get.

When I met with you all I got discouraged when meeting with some of you, and I wasn't particularly anxious to go ahead with it, but some of the others said "You are the only one willing to file for us. Don't let us down now." I had to make a choice--let down those who wanted me to go ahead, or back out and please you fellows. On May 8, 1951, all three villages of the first mesa passed a resolution asking me to represent them and appointed a delegation to sign the contract. On May 8, 1951, all three villages of the first mesa passed a resolution asking me to represent them. On May 9 Sipaulovi did the same thing. On June 13 Bakabi did the same thing and that was the first time they had heard of it, as Thomas things, but they did pass it. On May 15 Kyakotamovi passed a resolution and on May 11 Upper Moencopi did the same thing. Then on June 14 the Hopi Tribal Council met, and they passed a resolution asking me to go ahead and present the claim. Part of you wanted me to, part didn't want me. This was the last chance, and I decided, since this was your best chance, to present it to your Commissioner before the statutory time ran out for those who had claims to present. I prepared the claim very carefully and filed it with the Indian Claims Commission on August 3, 1951, right shortly after, as far as the time was concerned, and the Commissioner of Indian Affairs approved that contract on July 27. It was approved by the Commissioner who said I had gone through the procedure correctly and we approved the contract.

Superintendent Pensoneau: When was the deadline date on filing these claims?

Attorney Boyden: I have forgotten the time exactly now but it was very close to this time--within a matter of weeks. I think it was August 15 or 31. I know we worked night and day in Washington to get it in. I went to Washington. I had quite a bit of help there, and we worked into the night to get this claim filed. (A discussion in Hopi among the members followed Mr. Boyden's remarks).

Simon Scott: That is the reason why I asked you today, because Mr. Ladd put out the article.

Attorney Boyden: I don't think he said that because that isn't so.

Superintendent Pensoneau: We have gone on with this meeting for quite a while. I have arranged for lunch at the teacherage and think we should have a

break now in the meeting but I would like to make a suggestion to you people. I don't think we are getting anywhere in the discussing what happened three years ago. As to what happened way back there--maybe it was right and maybe it was wrong. I think we should utilize Mr. Boyden's time after we come back from eating, to a greater advantage and go ahead and discuss the new contract.

Attorney Boyden: Frankly, what I hoped was not to go back to the old contract. There is the question of a new contract that the other villages all have considered. What I wanted to do was let you see what I am doing now. Since that time I showed you those maps I have found a lot of letters written by the Superintendent of the Moqui Reservation to the Commissioner of Indian Affairs, and also the Navajo Superintendent and to the Secretary of the Interior, and I think I have found letters to disprove what the solicitor said when he said the Navajos had the right to share the minerals on the Moqui Reservation with you. I had hoped you were going to discuss this new contract because there is a decision to be made. You folks may not want to go along with me about getting the land or stepping the Navajos from coming in but I think you should have the chance to understand what I am doing. But if you still want to discuss the Claims Contract I will do what you want to do, but I know you would be interested in some of these other things.

Superintendent Pensoneau: I would like to recommend that too. I understand this well enough to explain it and I can come out any time and explain to the people here. But Mr. Boyden has offered to make a sort of progress report and I would like to hear that myself. I think it would be more profitable time spent to hear what he has been doing now and what he has done on that contract. That is the important thing.

Attorney Boyden: You called this meeting and asked me here and I am willing to talk about whatever you would like to hear about, but I don't think we are getting anywhere discussing what happened three years ago. But if you would rather hear about that than what I am doing now I will do that. But I think it would be more interesting to find out what is going on now.

Thomas Jenkins: Dan says that they have decided for you to go ahead and finish explaining this Claims Contract first so they don't get the two contracts mixed up, and they won't stop you anymore with discussions. So it will go along faster and you can get through.

(The group recessed and reassembled again at 7:35 P. M.)

Attorney Boyden: Thomas, since you have copies of this, there is no point in reading this word for word. You have read it and you have it so I think I should just explain to you what each paragraph means rather than read it all. I will try to explain it in words these people will understand better.

Thomas Jenkins: I had known a little understanding of English, also read it but most seem to feel we don't understand it. In order to avoid that, we have called you so that you will explain it to us as to what you have in that contract. In that way maybe we can avoid this friction here. We have met at the other time at this village. Some of the members of the Tribal Council were there. We know they have signed it, therefore we think they have understood it. I thought they would explain it but they

refused and left the room. We follow our traditional instructions. We have refused to go along with this contract. We know from our tradition it is not right with our instructions. After you have explained this we may be able to see clearly just what is in the contract. There are other things from our traditions that will go against it. We will bring that out. In order to avoid that, that is the main purpose of calling this meeting.

Attorney Boyden: Well, let's get started. Paragraph 2 simply says it will be the job of the attorney to investigate and present whatever claims the Hopis have during the term of this contract. That is all there is to this paragraph.

Paragraph 3 says that when any claim is presented it is necessary for me, as attorney, to appear before any court, department, committee of Congress, or any tribunal--that is the job of the attorney.

Paragraph 4 says that I am working for the tribe. I cannot compromise any decision unless I get permission from the tribe. I have to take the case to the final court of appeals unless given permission by the Commissioner to stop sooner.

Paragraph 5. If I want to associate any attorneys with me I can do so with permission of the Commissioner, but I have to pay them myself, not the tribe.

Paragraph 6. If the attorney doesn't recover anything for the Tribe he doesn't get any pay. If he does recover, then he is paid what his services are worth, and if it is settled without going to court the Commissioner sets the pay but otherwise the court will set the fee. Under no circumstances can the attorney get more than 10% of the amount that he recovers for the tribe.

Paragraph 7. Because we had such a short time to prepare claims I did start work on the claims before the contract was actually signed. To determine what the attorney earned they had to take into consideration what was done back to December 1950 before we started work on it.

Paragraph 8. Expenses gone into by the attorney in investigating, making briefs, etc., will be paid by the Tribe, whether the Tribe wins or loses. If tribal funds are available then the expense is borne by the Tribe. Also the paragraph describes the way vouchers are prepared to be approved by the Commissioner. It outlines the way claims are paid.

Paragraph 9 says that if the Tribe has less than \$500 or if the attorney should spend more than \$2,000 in any year, the bill must first be approved by the Tribe before it can be presented for payment.

Paragraph 10 says that if the attorney doesn't present his bills (he hasn't, up to now) at the end of the contract period, he cannot ever recover unless it is done during the contract or unless the suit is successful. Then, if the suit is successful, it will be paid out of the judgment.

Paragraph 11. This contract is for ten years from the date of ap-

if
prevail but/the claim is not finished the Commissioner can, if he thinks it for the best interest of the Tribe, continue it for two year periods until it is finished.

Paragraph 12. The attorney cannot assign the contract--that means the attorney cannot give it to someone else to do for him unless the Commissioner gives permission, and the assignment must be made according to law passed by Congress.

Paragraph 13. If the attorney had money coming under the contract he could not assign it to some of his creditors or sell it without consent of the Indian Commissioner. If he tried to without the Commissioner's consent, everything would be canceled and the attorney would have nothing for his work. He cannot assign it.

Paragraph 14. If the attorney should die and some other attorney have to finish it the Commissioner would tell how much the attorney's heirs would get, or the court would tell how much the attorney's heirs would get if the suit went to court.

Paragraph 15. If the attorney should die this contract would end unless he had an associate working with him who had an assignment in the contract which had been approved by the Commissioner of Indian Affairs. If the attorney should die under different conditions than those just mentioned then a new attorney would have to be chosen or the Commissioner would have to appoint someone to finish.

Paragraph 16. Whenever the Commissioner asks the attorney, he must report what he has done on the claims, but in addition the attorney reports to the Commissioner and tribe not less than twice a year. If for any reason the attorney does not do his job well or there is misconduct on his part in recovery or for any other cause, the Commissioner can terminate the contract if the tribe agrees with him. He must give the attorney a reason why and give him a chance to answer before he can be terminated. That is all there is to the contract. There is a little more to the last paragraph that Thomas has asked I tell you about.

If the Commissioner should terminate the contract for any reasons mentioned, it can be appealed to the Secretary of the Interior, but his decision is final. An appeal cannot be taken to any court by the attorney. One thing more--if they do terminate it that way and then recover they would have to pay the attorney his share of what he had earned or what costs he had expended. Under this contract services are determined by what he earned but if it is settled without going to court the Commissioner determines how much he should be paid, but if it goes to court the court tells how much the attorney shall be paid. In the general contract they agree among themselves; then if they cannot decide, the Commissioner decides.

Thomas Jenkins: Showed a paragraph to Mr. Boyden who read it. It says how much the attorney is to be paid. It is agreed that what he is paid shall be dependent upon a recovery. In other words, if the attorney doesn't get a judgment he gets nothing, but if he gets a judgment, he will receive whatever the Commissioner decides is just and fair payment to the attorney.

It explains the manner of payment, but in no event shall either the court or the Commissioner give more than 10% of the amount recovered.

Thomas Jenkins: We understand that what we owe you, you would ask from the Tribe. Then if the Tribe doesn't pay, then you go to the Commissioner.

Attorney Boyden: The only way I can get it is to take it from what I recover for the Tribe. In no event do I get it from the villages. Individuals are not liable for any costs or anything else.

David Monongye: Are there tribal funds available at this time?

Attorney Boyden: There is nothing in the tribal fund--around \$500 or less, not much at this time, but it is so little that I have never felt like asking for anything. Thomas, may I ask you a question? This date on the copy April 15, 1951; is that the date you copied it?

Thomas Jenkins: "Yes, that is the date I copied it."

Attorney Boyden: "One thing more, Thomas. When I explained this before didn't I do it just about the same as I did tonight?"

Thomas Jenkins: This agreement may be terminated by the Commissioner on request of or with the concurrence of the Hopi Tribe for failure of the attorney to diligently and faithfully perform services, etc. (reading from the contract.) Any termination of your contract under the provisions of this paragraph shall be without prejudice, etc., or reimbursement. This is the part we do not quite understand."

Attorney Boyden: If under the contract I have something coming and they terminate the contract on me I still get what I had coming. That is all that means. For example: I prepared this claim that I show you here now, which was filed August 3, 1951. That cost quite an amount to be printed. If the Commissioner comes in and terminates that contract, you still have to pay the amount of the printing cost, provided you have money in the treasury. Thomas, isn't that about the same way I explained it before, just in my own words, but not reading it?

Thomas Jenkins: At Hotevilla you didn't go through the same procedure as you did tonight but you just explained. As far as the contents of the contract you haven't gone through it word for word, but you explained it. As I remember it, you hardly followed the general pattern except to say that the contract includes that. I don't know how to use the word in there to explain.

Attorney Boyden: You think this is a better way than the other time? Do you think they understood better this time?

Thomas Jenkins: In order to have the people thoroughly understand this contract it should go sentence by sentence. You might just get the main points out of the paragraph and a lot of people might not fully understand. After a meeting people would say, "What did he mean by this, what did he mean by that?" It is like reading a letter--you have to read every word.

Attorney Boyden: I have found this in explaining to groups. It is not nearly as plain as when you let a lawyer read the language and tell you what the thought is. That is what I tried to do tonight. I think you will find that you understand it a lot better that way than if I read the contract word for word. If you want more copies they have them at the Agency Office. You can read every word in it, but I think for me to tell you what the thought is rather than just read every word is better.

Thomas Jenkins: The main point is to get the people to understand, that is, the leaders and the people involved in it. It is right that they should understand it fully. You can't hurry them. You have to read and explain in detail.

Attorney Boyden: I haven't hurried this tonight. I have read it carefully and explained every thought. If all I did was read it, I think it would be more confusing than anything else.

Thomas Jenkins: Would you say that the tribal fund was around \$700?

Emory Sekaquaptewa: A statement was sent out not very long ago. Do you remember what it was, Mrs. Weaver?

Leora Weaver: No. It seems it was near \$700 at the beginning of the year but less at the end of the year. We still have extra copies and can give you one.

Emory Sekaquaptewa: Will you mail one to Thomas and Andrew?

Leora Weaver: Yes, I will.

Andrew Hermaquaptewa: If you should ask for that compensation whom do you ask?

Attorney Boyden: An audit is prepared that goes to the Tribal Council and then to the Commissioner. They audit the voucher and if everything is all right under the contract then it is audited and paid.

David Monongye: Who are the responsible people who asked you to represent them as their lawyer?

Attorney Boyden: When? In the first place, I don't know. The first time I was contacted I can't remember how it came about. It was when Mr. Ladd was superintendent here. It happened at that time. I came through here on the way from Window Rock and talked with Mr. Ladd then. He said there was trouble getting the group together and didn't know if they were going to have a Council or not. The first time I was really approached I got a telegram from the Tribal Council. A telegram was sent me, Felix Cohen and Ted Hawes, asking if we would be interested in representing them because they wanted to consider us. That was from the Tribal Council, I remember that.

David Monongye: These people who wrote you--Did they go through the procedure in asking the different kikmongwis in these individual villages and get their consent to do so? My understanding is the provision calls for here that they must get the consent after consulting the kikmongwi before they

would proceed.

Attorney Boyden: I don't think they have to under the Constitution, and I don't know whether they did or not. They didn't tell me.

David Monongye: You happened to be at Window Rock at one time? Did you make the trip there after you received the telegram and contacted the people that wrote you?

Attorney Boyden: Yes, I answered their telegram and told them if they wanted to talk with me about the contract I would be glad to talk with them about it.

David Monongye: I asked a question about the names of the people that went up there to visit you.

Attorney Boyden: Nobody came to visit me before that, as I remember.

Andrew Seechoma: David raised the question about who were the people that made the visit up there. He wanted information. I am one of those responsible for taking some action. I happened to be on the Tribal Council, and when this matter of hiring a lawyer came to our attention I made it my duty to contact the proper people at First Mesa, those who are known as leaders, because I myself am in line with these leaders when it comes to making it known who are the leaders. I have spent many strenuous nights with the sting of tobacco on my mouth. I consider myself one of them and being a member of the Tribal Council and also the other three members besides me I was elected to be their chairman. With this responsibility I went ahead and called a meeting. That is when the matter of hiring a lawyer was being talked of. I put the question to them, and they said it would be the right procedure to get someone to represent us because the time is limited and would shortly expire. And that was my reason for prompting the people at First Mesa to act, and they did. Also, being on the Tribal Council, in 1950, that was when it first came about. Mr. Crawford was superintendent then. I didn't know Mr. Boyden but knew Hawes and Cohen. We contacted these two men who were in Washington then. They wrote back, and of course, they had to mention the money. They would have to be reimbursed for their work, and we didn't have any money to speak of, to pay them for their services. We heard of Mr. Boyden taking a lawsuit for the Utes and we heard such good reports--that he did some good work for these people, so we just contacted Mr. Boyden to see if he would be interested to represent us. He came and we had a word with him but he didn't promise anything. He said he first would have to be given a short number of days, 90 days, whereby he goes to Washington and would look into it and if he did and found it favorable he might act in our behalf. So he did after making that trip. He made a favorable report that there is a chance to get something for us. That is how it happened. We contacted Mr. Boyden.

Attorney Boyden: This is the first time I knew how it happened. It is rather interesting.

Andrew Seechoma: Then after that, in order to make it legal the Tribal Council drew up a contract, and I again was selected to be a council member

and was to represent the village. I was selected with Ned Nayatew who is kikmongwi at First Mesa. Afterwards we contacted Sipaulavi and two men there, Hale Secakuku and David Talawetewa, signed the contract also. Then we went to Kyakotsmevi. It was the two men there who were on the Council who signed the contract. He approached Bakabi. There Julius Toopkema and Howard Talayumptewa signed the contract. Afterwards we contacted Upper Moencopi where the man who used to be the former governor was selected to sign, besides Roger Honanie. There are quite a lot of details besides making the contract and going through the procedure in doing so, but I just stated how it happened.

Thomas Jenkins: When you started this thing going you said you drew up a contract. Was it a contract or a resolution? In other words, you drew up this contract and it was drawn upon the First Mesa.

Andrew Seechoma: A resolution to hire him. Not a contract.

Superintendent Pensoneau: Since we have arrived at this point, I thought it might be a good place for me to clarify the legality of the contract, because I have felt in various discussions I have attended here that there may be some questions in your mind as to whether the contract is legal and where the authority comes from and how it came to be in existence. As I have told you, and as you all understand, I am governed by the Commissioner of Indian Affairs and regulations as set down by him and the U. S. Congress. There has been a long history of, you might say, authority and recognition, and there have been times when there was a doubt as to whether the Council was fully recognized by the U. S. Government.

Daisy Albert: In 1950 when Crawford was superintendent they first heard of this lawyer, and I didn't quite get what you were talking about. In 1950 was the Council legal to represent the whole tribe?

Superintendent Pensoneau: There was a period when there was a question. However, I can't find any place where they said they didn't recognize the Council. There is an indication they felt they did not fully represent the Hopi people as a council at one time.

Daisy Albert: I remember clearly that when Mr. Crawford was superintendent the Tribal Council made an attack on our school principal, Mr. Dickerson, and I remember so clearly he wired Washington to find out what legality they were standing on. When the wire came back I remember at that time they didn't recognize the Council. That is why I asked.

Superintendent Pensoneau: As I said before, there was a period when the recognition of the Council might have been questionable, but I have a letter here which I would like to read, part of which will outline the conditions under which the Indian Office recognizes the Tribal Council. Now, in recognition of the Council the Indian Office also recognizes automatically this constitution and by-laws of the Hopi Tribe. Now I am going to read a couple of paragraphs of this letter here to Mr. Harper which was written on July 17, 1953, and which will outline the conditions whereby the Indian Office recognizes the Tribal Council. (The superintendent then read from the letter: "We will recognize the Hopi Council as the governing body of

the tribe as a whole until such time as that body is modified or changed through the wishes of a majority of the Hopi people from the different villages. We understand that representatives of the several villages who have not as yet affiliated themselves with the so-called council group will propose to the Secretary definite recommendations for a different type of tribal government for the Hopi people which could strengthen the position of each village of the entire Hopi Reservation.

Until these recommendations have been received and considered, the Bureau staff and the Hopi Tribal Council should give recognition to the fact that the "Traditionals" have not as yet affiliated with the Council group and their views should be considered nevertheless in decisions reached by the Council until a possible reorganization is effected."

This is the important part "will propose to the Secretary definite recommendations for a different type of tribal government for the Hopi people which can strengthen the position of each village of the Hopi Reservation." That means simply this: There are eleven villages. Seven have agreed to go along with the Council and their way of tribal government. This letter asks the other four villages who don't agree with this method for their suggestions on how you want it to be run. In other words, "What are your ideas on self government?" The seven villages have made known their ideas. Now they are asking for your ideas towards self-government or towards improvement. and until they get those ideas they are going to recognize the Council and do business through them. Now, in this constitution and by-laws we get back to the authority of how they can make this contract legally as this constitution and by-laws gives them authority to negotiate and hire a lawyer. Technically speaking, the Council could do it themselves under the regulations, without asking anybody else, but they haven't seen fit to do it that way. They are trying to get the opinion of the people on that. Am I right on that? I am not saying whether the method is right or wrong. I am saying that is the legal part of it and the part that I, as your Superintendent, am required to go by. Now then, this brings me to the point, and I would like to put this in the form of a question. Before I ask it I don't expect you to answer it tonight. I mean, that I feel that something like the question I'm going to ask requires a lot of thought and planning if you want to use it. The question is, "What are your recommendations towards either improvement of the present form of tribal government, or what are your recommendations or your own ideas as to how you would like to work with the government, or how do you want to run your affairs? Now I ask you that question. Secondly, I would like to state this: It says here in the letter I read that the Council is to obtain your views on matters before decisions are reached. This brings up another contract which we haven't touched on. We started but haven't got to it.

That is the general contract with the attorney. That contract is separate and apart from the one we have discussed. That contract expires on August 31. We are in the process of renewing that contract now with these seven villages, so I am going to send you a copy of the contract and ask you to set a date for me to come and discuss that contract with you. That is in accordance with the instructions I read from the letter. Now I want to emphasize my position. I didn't ask you that question about self-government to put you on the spot, because I told you before when I met with you that I wanted to work with all groups. I was instructed to work

with all groups, and I would like to work with you and find out your ideas on this. I would be glad to come over and try to ascertain your ideas as to how to improve this situation and I would like to work with you. It, of necessity, would have to be your ideas, but as your agent it is my official duty to present your ideas because it says so right here in the letter. Now then if you want to do that I would be glad to assist to the extent that I would present your ideas as correctly and factually as I can, because they have asked for them.

David Monongye: Mr. Boyden, this has something to do with your contract, I would say, or the resolution.

Attorney Boyden: General contract.

David Monongye: You mentioned that if you don't get anything for the Hopis you don't expect to get anything. It is generally recognized in the practice of people making a contract that where you make a contract you usually work at anything you attempt to do as far as the contract reads. Sometimes you would finish something that you started to work at in a much shorter time and you of course after finishing, you might say, you gain more money within a short length of time. You made a statement that when you can't get any money as far as getting anything for the Hopis how do you expect to be reimbursed for that?

Attorney Boyden: Say that again. I don't understand the last.

Thomas Jenkins: The contract work costs money. When you work for anything on a contract usually you attempt to finish the work in a much shorter time and you make money there. You mention that when you don't get anything for the Hopis how do you expect to get anything for your services?

Attorney Boyden: I don't get anything. I won't be reimbursed for my services.

Albert Yava: The question is then: When you don't get anything, you just work?

Attorney Boyden: That is right.

Thomas Jenkins: I believe that David is trying to get to this point by asking this question. You file a claim and that is for money or whatever we can get if we win. Then if you win you will get 10%, if you lose you won't receive anything.

Attorney Boyden: That is right.

Thomas Jenkins: Now the question is, you fight for us and you lose. What becomes of us? Do we lose also, as he says, the land that we are mostly concerned with? If you lose would that land be lost also? The land--would we still continue to hold it as before?

Attorney Boyden: Yes, you would still continue to hold what you have. This money is just for damages for what wrong the government has done to you. Under the general contract we are still trying to get the land back and I

am trying to keep the Navajos from coming any closer. I am trying to get more rights for the Hopis that they have lost, but that is a different thing. If we can get the land back we don't want the money. That is why I am trying to get the land back before the general cases are tried. We are not trying to sell the land, we want to get everything back that we can get.

David Monongye: Suppose you win and do receive money for the Tribe. How would that be distributed--whether it will be donated to the Tribe or where would that go?

Attorney Boyden: Usually Congress has passed an act, after you recover that money, authorizing the use of it, and I would say that if Congress requests what it usually has done, you would present a development program designed to make you free from any government help, and you probably would have to present that to Congress. I went through that with the Utes. For instance they may authorize per capita payments for each individual Indian and some may be used as a loan fund for people to borrow who want to build a home and can't do it, and things like that. Then they had some land development programs or you may want to develop some wells. Whatever your program is, if you have a good one that seems to be the best thing for all the people, Congress approves it, and that is what happens to the money. You understand, of course, if you had the money you would make the plan as to what would be done with it, whether you wanted to divide it up, build a courthouse or a tennis court, like they do in city government, and Congress usually says, when you are wards of the government, that the plan must be approved by Congress before you do it, but the plans would be yours.

David Monongye: There is another question I would like to have Mr. Boyden answer. In many of their meetings when the people have come to hear, any one with the Council, they usually pass a paper around and have everyone sign their names. Just lately they had a meeting down at the High School in old Oraibi. It was told that they bring in the school children who are not yet 21 years of age, and they bring in their children, boys and girls, and fill the place there. I wonder why they do those things and make them also register. From my way of looking at it it seems that sort of...I might say I am suspicious of that. Perhaps in order to make it appear that the majority of people are behind their program that they put all those people in there, even those school children, and when people look at the registration of all those people there, naturally they would say there are a great many people behind it. That is my own personal view of it, and I am wondering if Mr. Boyden has it in his contract to use those children to swell the attendance of any meeting in order to have it appear that the majority of the people are behind any program.

Attorney Boyden: I don't think they have ever been used for that purpose. I have noticed on some occasions the teachers bring them in. I think it is the same as up at Salt Lake City when they have a meeting of the City Council, they will bring the children just to look on and get an idea of how the government is run. I have never seen them registered, but I have never had occasion to use those names for any purpose.

Daisy Albert: You were talking about this land claims money, if it was won in

court. If money was won in court and turned over to the Tribe what would that bring my people to? Would that mean the Indian Bureau is going to be assimilated so that the Hopi people would go under the state?

Attorney Boyden: That would all depend on the attitude of Congress. No one can tell that. They have done that in some cases but that would depend on how Congress felt. The southern Piutes in Utah and the Shoshones and Washakias, Kanosh and Kaibabs, those groups were all put under the state without any judgment or anything, but the Utes won a big judgment, as you know. The bill has passed both houses. It just has to go back for concurrence for amendments. This will divide the Utes. Those who have one-half or more of white blood will go under the state, but the rest stay under the government. I can't answer the question you asked me. It will all depend on Congress' attitude at this time.

Daisy Albert: Logan stated sometime back that when Congress passed a law and gave the Indians a limited time to present their claims on the land to the Claims Commission. Do you know for what purpose the Congress had in giving that limited time to present those claims? Was there some purpose to give them time like putting us under the state? Do you happen to know how that happened or that purpose?

Attorney Boyden: No, I don't know the reason. We didn't want them to do that. They said a lot of things. It all depends on which Congressman you were talking to. We asked them to extend the time but they didn't extend it.

Daisy Albert: You represent the Hopi tribe. Would you be able to get that information from the Washington people as to why they did that?

Attorney Boyden: There are certain items of information I can get easily. I might be able to get the reason why some Congressmen wanted it.

Daisy Albert: Don't you think that they should, if they are so desperate to do this, that they should send us the information why they are doing these things? In simple plain words. Then there wouldn't be any confusion like here today. A man just left awhile ago. He yelled from outside, "End the meeting quickly. They don't know what they are doing;" I agree with him. It is not the Indians' fault. They are confused because the government did not send out the notices in plain English. They sent it to the groups. They explained it only to some. If the government was honest and truthful to the Indians they should send people who understand the Indian language and the white man's language. Then we wouldn't have confusion among us.

I can see no reason why the government cannot start being honest with us. They owe that much to us at least, honesty and respect. And another thing I want to bring out--you said there are eleven villages represented in this tribal council

Attorney Boyden: No, I didn't say that, but I noticed it. There are three villages on the First mesa; and there are three at Second Mesa, Sipaulani, Moshongnovi and Shungopavi; then Kyakotsmove, Bakabi, Hotevilla, Oraibi, Upper and Lower Moencopi.

Daisy Albert: As I remember, when I was a young girl, the Moencopi was one

whole village as a whole. Upper and Lower were called Moencopi. It never was divided until the council was formed. We have 15 or 17 in Upper Moencopi who belong with the Lower and we count 18 houses on the top who belong to the council. There are more than half of the people who do not approve of the council if you call it as one village.

Attorney Boyden: They divided a long time ago. The records show they won't even meet together. The upper group wants to go along and work this way, and the lower group said they are waiting for the old chief to speak and wouldn't want any meeting until he gives the order. When they set up the Constitution they said: "Let them do as they want and have one delegate from the upper village, and one from the lower. Upper elected their delegate from the upper village, and the lower won't elect one at all. If you can unite them you would do a pretty good job. We can't say that all belong to one village. Upper has its own governor, its own delegate that was provided in 1938. You can't change that until you change the constitution. Maybe I am wrong about the date. Yes, I am wrong, it was 1936 instead of 1938.

Daisy Albert: I know of a case of a petition to run a telephone line where the legal question of the children came up so they could be registered to vote and would carry as a majority.

Attorney Boyden: I don't know where any young children have ever been registered so that they could carry the vote.

Daisy Albert: Roger Honani brought a petition to me and right in that petition there were four children who were registered as legal age voters to call it a majority or heap call it a majority.

Attorney Boyden: I never saw that.

Daisy Albert: It was supposed to be sent to you, because Roger Honanie said that you were the one promoting it. If he sent it to you I am sure you would have gotten it. You always said you were their higher-up.

Daisy Albert: I brought that up. And as we know at Moencopi votes are not carried as secret ballots. Aren't they supposed to use secret ballots?

Attorney Boyden: What they are trying to do is recognize Hopi traditions. It may be done in more than one way (reading from the constitution)
Article IV, Sec. 4: "Each village shall decide for itself how it shall choose its representatives, subject to the provisions of Section 5."

Article IV, Sec. 5: "One representative of the village of Moencopi shall be selected from the Lower District and certified by the kikmongwi of Moencopi, and one representative shall be selected from the Upper District and certified by the official whom the District may appoint, or who may be specified in a village Constitution adopted under the provisions of Article III, Section 4."

That is how you tell. Any village which does not possess the traditional Hopi government, may adopt a Constitution and appoint or elect a

village official.

Daisy Albert: You read a little while ago, Mr. Pensoneau, a letter received in Keams Agency where they recognized the council. Were they recognized before 1933?

Superintendent Pensoneau: I have been unable to find any indication where they haven't recognized the Council except to this extent. Many people have told me this. That even this late there is indication of doubt as to whether the Council represents the majority of the Hopi People.

Attorney Boyden: I believe I know the answer. When it was first organized in in 1936 it went on for quite a while and they got into trouble and they didn't have a majority. Nothing was done during this time but when Mr. Crawford was here they did reactivate the Council. After Crawford was here and they got a quorum then a lot of the people raised the question and said they didn't have the right to operate. No one ever said they don't have the right to operate. In Washington they were very anxious that all villages be represented and were very hesitant to let the Council do everything. I found a letter in which there was some recognition of the Council. But because of the uncertainty of the authority of the Council, this letter was written and we never knew whether they were recognized or not for sure until it came. Some claim they were, and some claim they were not.

Daisy Albert: Where the letter states they are now in authority, would the Council be able to go ahead and renew your contract that is going to be terminated? Will they have the right to go ahead and renew that without the permission of the other traditional villages who don't want to work with them?

Attorney Boyden: They do have that authority. The villages of the First Mesa and Bakabi have already approved it.

Daisy Albert: When they are ready to renew, would they have to go according to the majority rule or would just the Council be able to say "yes" for all the villages?

Attorney Boyden: In each meeting someone presides. We keep strict minutes...

Superintendent Pensoneau: That is what I offered to do a few minutes ago. They can refuse or accept the contract, but my instructions are to obtain the views of all the villages.

Daisy Albert: If the people do not want the tribal council to function any more how do they go about it to do away with the council? Would it have to be a majority?

Attorney Boyden: The Commissioner says if they want to have a different kind of government they should come forward with those suggestions. If you have no suggestions or don't want to do anything, they will recognize the Tribal Council as it is. They do tell the Tribal Council and the Superintendent to try to get your views and talk with you, even though you don't send delegates.

Daisy Albert: Mr. Pensoneau, there is a question I want to ask you. In my village when an important question comes up or a problem for the Tribe and letters are sent by the Council to explain to the Hopi people, the Sergeant-at-Arms goes to just certain Hopi homes and tells them to be at the meeting. They are there by themselves and go over these things and nobody knows anything about it except those fifteen people. Then they will go and start propoganda and the women folks talk about it, and we hear it that way. A month ago we will find out there was another problem which we did not know about. Now, Mr. Pensoneau, will these things go on forever and ever? Or are you going to see that the local Council be honest and truthful about it? Wouldn't it be possible to send out letters to these groups. Maybe they know someone who understands the English language. They could send those letters in English with no hard words, so they could explain it to the other groups. Would you be able to make those Councilmen see that they should do that?

Superintendent Pensoneau: I am always willing, Daisy, to try and strengthen the organization that the majority of the people want. The only thing I can go on is what the people want. Someone has to tell me who to talk with or take up business matters with. In this particular village of Hotevilla the people have indicated whom they want me to talk with. As I was saying, if there is a majority, or it is indicated to me whom I should work with, I will, as far as I honestly can, be honest with them and I want them to be honest with me. You might be interested to know I received a letter from the Commissioner very recently which I would be glad to go over with you people over there at Moencopi, which outlines the procedure we should go through to set up a constitution to govern the village, but I do not want to do that without feeling that the complete representation is there. That is, the majority, and I shall do everything in my power to get the majority opinion, not just from these four or five people whom you talk about, so that everybody will have a chance to know what is going on and to express their views.

Daisy Albert: We understand in their constitution and by-laws that the Tribal Council is there to stand by the people. Am I not right? Well, the other day one of our people from Moencopi was put into jail in Colorado on a rape charge. His wife went to the so-called Governor of the Moencopi village and talked to them. She asked if there was any way possible the Council could help him. This so-called Governor told her they couldn't help because he did not belong to the council.

Superintendent Pensoneau: I want to do everything I can. I have heard other remarks to this effect that only Councilmen are hired as employees and I want to do everything I can to correct any situation where people are just working with a select few. I haven't had time to investigate but I think step No. 1 is to find out just what those people over there do want.

Daisy Albert: Well, I think that is all I want to ask now.

Attorney Boyden: I would just like to say that I appreciate this opportunity to come down here to talk with you. It has been helpful to discuss these things. I am coming again around September 1 when we hold another council meeting. If I can be of any help to you, let me know.

Thomas Jenkins: Is this contract on filing of claims which we are talking about similar to the other tribes? For example, a tribe in California, who hire a lawyer. They filed their claim and lost. Immediately word came that their reservation no longer belonged to them and they were instructed to move out. Would this be the same thing?

Attorney Boyden: That did not have anything to do with the status of the land. The only thing I am going to try to determine is whether the government owes you money. There is a certain similarity in all the contracts. The Commissioner demands they have provisions in about assignments, various standard provisions. All are a bit different. Not all are exactly alike. Sometimes they do find some things out when they go into these claims and study them. It could work both ways. I will tell you one that went the other way. The government took the Strawberry Reservoir site. There were a few sections of land, and they assumed they belonged to the white people. When they got into the case they found the title had not been extinguished, so the Indians got the land back and they are leasing it out to the white people after the Reclamation Bureau found the title had not been extinguished.

Thomas Jenkins: I recently read of another tribe in the East where they filed a claim and won the case. The judgment was for so many thousand dollars and after they accepted that then they said they had already spent so much money it was all gone and they got no money out of it.

Attorney Boyden: Well, some of them do have certain offsets for things they get from the government. For example: If the government bought a piece of land but just gave it to you that could be considered as an offset on values. We have nothing like that on the Hopi that I know of. We have coal mines where the government has taken coal, and you have asked for a general accounting of all those things. It is true if the government has taken things from you and given you things they do have what they call offsets, and it all depends on whether you have received things or had things taken from you whether you get anything. Now there were certain offsets on the Utes, but the other contract offset that. The first judgment was something like \$32,000,000. That is approximately what they got.

Thomas Jenkins: (Speaking of offsets). We know these things will come to that. If we do file for money and win a case we would get the money but perhaps we have already lost all the money. As a people we know these things from our traditions and that is the reason why we don't want to work things out in this manner. This is already ours. Why should we have to fight somebody for these things? There is no use to try to talk these things out. We must do it in our way. We must not file any claims for this is ours already. I have said this because I am ready to go to bed.

Attorney Boyden: Let me say one thing; when you say this land is already yours. Your land has been getting smaller all the time. They have been crowding in on you for a good many years, and land now that you do not have any claim to you once had. Since I have been your attorney the Navajos tried to pass an ordinance that outside of District 6 no Hopis could even buy grazing rights. After I went to Washington they made them change that. Another thing--they are trying to collect traders' licenses as though the Navajos owned the land outside the district. I think we have put a stop to

Now I am trying to get rights back for you that have been lost. That is the general contract we are talking about. The biggest job I have worked on for several years is about completed. I have traced the whole history on it. I looked up all the maps, letters, etc. so that I can prove these things. Doesn't your tradition say that the other Indians who come to your land shall come under your jurisdiction? If I am able to make this opinion stick the Navajos who come under your jurisdiction will be under the Hopis and not the Navajos. I am trying to establish the old shrines and get them back to you, wherever they are, and get deeds. The work I am doing is in accordance with your traditional things. I think your forefathers have said that some of those things will some day be done. When I took that 90 days to look into those questions and found out you have been imposed upon and your lands have been getting smaller because you are a peaceful people and would not fight, that is when I made up my mind that I would make your fight for you, if you folks wanted me to.

Mr. Gelvin has assured me that Mr. Treswell will come to Salt Lake City as soon as he can. I really think there is an opportunity to do some good and help protect all your rights that are yours. I have already had a letter from the Indian Office asking for these things so they can better decide them. That is my job and will be for 24 more days.

David Monongye: Let us from here on work openly explaining things to each other plainly so that all will understand what is going on. Let us not work secretly or in groups. We have to know what is going on and tell each other plainly. I am glad the new superintendent expressed the desire that he will work with all people, that we will get the full explanation on anything that will come to the Hopi people. He is like the interpreter. What he receives from the Indian Office he must come to us and explain, and what we tell him he will have to explain to the Office. In this way we will not have any more hard feelings. My people have never known what was going on. When things were put into effect, then we found out and asked questions as to who approved it. Let us put aside all secrecy, let us from now on work in plain sight. That is what we are standing on in our tradition. The time comes that we must bring things out in the open so that we can know exactly where we are going. Our tradition has already told us how things are going to come out.

Den Kachongva: David mentioned the fact that everything is to be done in the open. For example: We know of a case, Carl Beck, who went among the Navajo people when they were voting for the election, working for the Navajos. They found out he has done something that is against the rules and regulations. Where it seems that in order to get the people to accept or make it appear the majority have accepted the policies and plans of the Indian Bureau, they used certain people who are not even aware of what was being done. Some of them did give their consent and now know why. Let us not do it any more.

We are about to end this meeting, but I want to bring this thought out to all of us. From our tradition there are certain instructions or warnings for these things. They told us we would come to a time that many new ideas would come to us, new policies be placed before us and we will be confused and go against each other. We will try to understand many

things, but because things are not clearly explained to us there will be divisions. We know this is going to happen but here lies our Hopi tradition laid down for us from the time we came here. We still hold to that. We are still living that life today. From those teachings handed down to us we know exactly where we are going. Somewhere we are going to meet the white man. He will place his new ideas before us. We are following this plan already well established. From that there is a provision against these new ideas. It is well laid; it is our religion; it is our life plan; how everything is provided here when we came.

It was given to us, certain areas set aside for certain tribes to live in and make their own livelihood; the way they pleased to worship, as to that place. All this was laid out for us. Today we are required to file a claim for those lands, and many have told us that if we do that we are warned we must not do that--we will lose that religion, that way of life. So I am going to do that because of my teaching. We do not want to see our people lose that. We have heard of instances where people have become landless because they fell for that new idea.

There will be a time come when we will form into groups. Today there is a Tribal Council formed. I was instructed by my forefathers that whenever we arrive at that time, whenever we begin to recognize those groups I was told I must never go into that. If we follow this life plan, then whenever we come to that period, if we follow and do them, we have lost everything. I was also instructed never to go into that. I only want to follow this life plan so that we will not lose this life. We know when the time this came to us of filing a claim Mr. Boyden came out, went through the villages. The Council had hired him. They have not talked to nor consulted the traditional leaders. I didn't know they had hired Mr. Boyden nor were going to file a claim. After he had been hired he came. I was working in the field. He came with Sam Shing as interpreter. We sat down together. Mr. Boyden told me because of pressure of time in which to file a claim he was in a rush to get this filed on in time, that he was already working on this claim. This is what he told me. I am sure he remembers it. He told me he was already at work, and I said, "All right--you are working on it already. Then I am going to start working on it."

What I mean is, Mr. Boyden is working in his way to settle our tradition and we will work in a certain way. Both sides are going to work in order to settle this matter of land. Now I told him that I did not know he had been hired. I didn't hire you and I know when you work on this it is going to require a large amount of expense. Since I have not known about it and have not hired you, I am not going to pay for if that is ever required in the future. This is what I have told him. Now I know, and other people know, that this is our land. We were here first, and we are not going to give this up. We are still going into the future--how this will be settled. Many things are going to be placed before us, that will turn us away from our life plan. Take this tribal council tradition. I also told you, somewhere that body is going to realize it is on the wrong track and is going to do a harm to the people. They will not get anything out of it. When they realize that those people will automatically go away with it. If they continue on with this life plan or tradition, somewhere they are going to put that aside. Nothing is going to break this life plan.

From where we go on to the future where this thing will be settled. We know how that will be settled. Since we are speaking of these things, and it is land, I just want to bring this to us--I am not filing any claim because this is mine and I am not going to allow anyone to work on this. We must follow these instructions so that we will not make a mistake. These are our instructions. So let us stand firm on our traditions or our life plan, so that we will not make this mistake.

Andrew Hermaquaftewa: I would like to say a few words. I have many things I would like to say, but we are about to end this meeting. I also still stand on my own traditional way of life. I am very much concerned about working out the settlement of our land in this manner because of our teaching from these traditions. It has been told us that somewhere we are going to claim this land, but we know we were first. This is our land. We are claiming it, all of it. We have been told that if we each do the new way of settling this thing, we are going to lose out. Because we have been told that when the white man comes he will use every means--sweet words, and it will sound good. It isn't good to us to have new ideas for the way of doing things, but many of us will go and follow it. All those things will only make us turn from our life plan of instructions and defeat us in the end. So I want to say that I too will not want to work this out in this manner. I will not want this lawyer to work on this for us. We know when the representative council forms we were cautioned and warned not to go with them because that group is following the white man's ideas, the white man's plan of life, which will only lead to our defeat. It will only lead us to the white man's life. We know before our coming to us, they are taking our land away from us. It looks hopeless but our tradition says somewhere these things will be straightened out. We are not told to hire anyone but only our way as our tradition told that time when someone is really going to settle this matter for us.

So I am not going to have this lawyer work for us in this manner, and I am not going to work with the Tribal Council. Our tradition told us we are well organized in these villages long before the white man came. Our villages were well established from the kikmongwi on down through the religious leaders. There are 14 leaders in my village. They are the leaders that are the ones we are following and looking up to to work these things out for us. Every village is well organized. Young people did turn away from that and form in the white man's plan. That will lead us only to the white man's way of life, turn against us. These things have been warned to us long before any white man came, so I am going to let the people here know that I am going to remain fast, only hoping that someone is going to come to settle this matter. I believe I have much more to say, but I have not much opportunity to say it at this time. There are two other men from my village who would like to say something if we have the time.

I am glad that the superintendent has made this statement that he wants to work and get the views from our people, and wants to learn these things, wants to gather these from the people so I am going to call him. That is, he may desire to come to our village where we can explain our views from our traditional side, and we would like for him to listen and understand what we are standing on, and I am glad he wants to work that way. I am going to call him some time so that I can explain our traditional life plan.

Vietz Lemahettewa: Andrew has already brought out the things that I am also thinking in our following of the traditional life plan, so I do not know anything new to add at this time. It is true what Andrew said--that we are following that life plan laid down for us. In our villages we have our own leaders. We have our kikmongwi. We look up to that person; we follow him and work with him. What he says, what he does, we do according to his desire. I too cannot go any other way to work our settling of this problem. I do not want the lawyer to work on this thing. I will not follow the Council for that is not ours. We know from our tradition that young people are forming this organization, and that is not our life plan and we are told they will only lead us to defeat. We do not want to lose our life. I will remain and so with our leaders, in our tradition.

I also would like to have the Superintendent come to our village, and we will give him the things we have in our hearts and what we are standing on in that village. We are glad he is going to work with us.

David Monongye: In our discussion here it has been stated that the Superintendent will listen to our people, both sides, and get their views. I am very glad he has made that statement and will do that. I want him to come out some time where we will give you (speaking to the superintendent) the things that we know, the things that we stand for, so that you will also pass it on to the Indian Office in Washington. That's what we want; to let the people in Washington know we must also work in this way, and I am glad that he wants to do that.

Now, let us depart from this meeting with good hearts, no hard feelings. I am glad we have come together in this manner where we can sit down together, ask questions and explain the things that we do not understand. Let us look to the future for our children, for all people, let our hearts be right so that our lives, our land will be good. We have to have rain, we want to raise something and have something. Let there be abundance in this land, this is what we are wanting, what we follow. Let us as people unite in this opportunity so that our great opportunity will give us a good life, so that everything on this earth will have a good clean, harmonious life. Let us depart with this thought in mind. I am very glad we have had this opportunity of meeting together.

The meeting closed at 11:50 P. M.