Meeting with Upper Moenkopi Village, 5-11-1951. Samuel Shing, Interpreter. John S. Boyden Collection, MS# 823, Box 40, folder 6. J. Willard Marriott Library Manuscripts Division. University of Utah, Salt Lake City.

BOX 40 FD6

MEETING WITH UPPER MOENKOPI VILLAGE, May 11, 1951.

1 Shing, Interpreter 3:10 p.m.

Supt. Carnal: It is getting along in the afternoon and I think we might start with our meeting. As you people know, for some time there has been some discussion about hiring an attorney to help the Hopi people present what claims they might have to the Indian Claims Commission. You may recall that this Commission was set up about four and a half years ago by Congress, and you were given five years to file your claims. That runs out August 13. It is not long from now. Time is getting short for preparing and presenting these claims. If we do anything it looks as if we are going to have to act right away. A large number of people thought it would be best if they hired an attorney to fight their claims through the courts for them. Several attorneys were considered and among them was Mr. Boyden. Mr. Boyden agreed to come down and talk with the people. He has been meeting with all the Hopi Villages and he wanted to meet with you people today to talk with you and give you a chance to ask him questions to explain anything that might be in the contract that has been drawn up. I believe you people met with him and discussed the contract once before. Since you have had time to think it over maybe there are some questions in your mind.

Mr. Boyden made two trips to Washington to discuss this with the Commissioner of Indian Affairs and other officials and they know about the contract - they have seen it and know what he is explaining to you. They have said that if it suited the Hopi people, they would be willing to approve it, if the Hopis approved it. So without further comment I will present to you

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Mr. John S. Boyden from Salt Lake City.

Mr. Boyden: When I discussed this contract on my last trip to Washington with the Chief Counsel for the Indian Service and his Assistants there was one change made in the contract. This change Sam explained to you. The change provides that the Hopi tribes would pay from tribal funds any costs or expenses incurred, but if you have less than $500.00 in tribal funds, or if I spent more than $2000.00 in one year from the Hopi tribal fund, I would have to come back to the Tribe for permission before I do so. Now, since the beginning of the week I have spent all my time here in the Hopi country going from village to village explaining the contract. That is why I am here now, and I would like to know if there are any questions you want to ask me.

Earl Numkena: What paragraph has been changed?

Mr. Boyden: Paragraph 9 has been added.

> "9. The obligation of the Hopi Tribes to reimburse the Attorney for expenses when their available funds are less than $500.00, or when the annual expenditures are more than $2000.00, shall be subject to prior approval of the Hopi Tribes."

Sam Shing explained paragraph 9.

Mr. Boyden: If you folks feel it is the right thing for me to go to work on these claims or continue work, there are two things you must do. One is to select me as your attorney, and the other thing is to select two of your men to sign the contract. Those members will have to go before a judge. Now, both may be done in one resolution and we have prepared the resolution which has been attached to the contract. (Mr. Boyden reads Resolution.)

Roger Honahni: Do you mean that we are to pass that Resolution today?

Mr. Boyden: Well, it should be passed today. The time is getting short.

Sam Shing: It might be well, Mr. Boyden, to review what work you have already assembled.

Roger Konahni: I was just asking the group a question. The question laid before us is, if we should approve of the contract. If we all agree, then we should accept it - accept the attorney's position and select two men to execute the contract laid before us. A majority of us are here but the only thing is that our Vice-Chairman is not here - Steven Albert. But this man is out here to try to help us and is not on a picnic trip. He has work to do and the time is falling short for filing our claims, so if you prefer that we should take this matter into further consideration and if you wish to hold a meeting either tomorrow or tonight again before deciding on what steps to take that would be up to you, otherwise we should do it now. I just made these statements so you could be thinking about this matter while we are discussing the contract.

Mr. Boyden: Well, I might go into detail, but since last December, since you interested me in this, my office and I have been working on this pretty steadily to accumulate this amount of material. I have here some old maps, documents and reports to the Commissioner of the occupancy at the time this part of the country became a part of the United States. You know before the treaty of Guadelupe-Hadelgo in 1848 this was Mexican territory, and according to treaty the United States agreed to be responsible for the rights of the Indians. I have been trying to find out just what the Hopis had back in

1848. Here is one map that described the Hopi land - this was done in 1851, so you see it was not many years after that time that this map was made. According to this you are bounded on the west by the Little Colorado, and the line runs on the east clear over to Fort Defiance, and north of the Zuni River, so it covers quite a bit of territory. I still have to look up all the old records and documents that I can find so that these can be presented as facts. I find many old reports telling what was happening to the Hopis. Apparently they were having a pretty bad time. The Hopis were working hard and storing away their corn and the Navajos would come over and steal their corn. It is all very interesting, but it is in line with the old stories and things that I will have to know, but then in order to file our claim we will have to prove what land was your land at that time. This may result in two things. I have not only to prove that it was your land, but that it was legally taken away from you. These things I cannot answer now, but if I can prove that the Government has taken it away and that it is a legal taking - then the court, the Indian Claims Commission, will enter judgment for whatever land was taken. The court would have to give you a judgment for what had been unlawfully taken away from you. On the other hand, if there has been no taking and we find that the Government has been letting the Navajos use it all these years, that is another thing requiring different action. I will keep looking to find out what the law is and see what the possibilities are, and I will do the very best I can to carry out your wishes.

Sam Numkena: My opinion is that I do sanction the hiring of an attorney. I think it is very essential. It has come to me in full view of what I have knowledge of. This has not been considered only at this time. It has been talked about as far as I can remember back. I am one of the first students, first Hopis, that went to school and while going to school the first superintendent who was administrating at that time was Mr. Collins. Many times Mr. Collins would speak of the very same thing to the General Council at Keams Canyon. I have listened to them - he stressed the fact that whenever we got an educated group that if there was such a question that would come up, or a problem it will be at the disposal of the educated group that they would have knowledge and know just what action to take therefore the time will come when we are to take care of our own problems. It was even brought out that the time will come when there will be certain mineral s or oil that may be found on this reservation of ours, therefore, if we are all alert then when that time comes, if we don't overlook our efforts in preserving our rights, we would be benefitted by these things that would come about. Now such a statement at that time was unbelievable. I have been talking about these things to these people, but, of course, there is probably doubt in these fellows' minds, but I can see now that they were telling the truth. As I have mentioned, Mr. Collins was the first administrator and under which the first educational program started. Of course, at the start First Mesa was the first village that sent their children to school and it wasn't until the first delegation of Hopis that went to Washington. Upon their return then

Oraibi sent their children to school and this is to my full knowledge because at that time there wasn't any white people around the Hopi territory except one trader, Mr. Keams, who had a trading post and at that time it was made known to us, as heretofore mentioned, that by this modern way that we will be able to take care of our own problems. It might be for your children or their children but these things will come about, therefore, we are encouraged and we were told that we must get sufficient education in order that we may be able to understand fully and be aware of these things to come. Now, I am still alive and it has come to our knowledge already. That is the reason why I say it is the truth because I have heard these things myself so with that in mind I have been continually striving along to keep up my efforts so that we may be able to accomplish whatever we might. Therefore, I want this attorney to work for us because it was in my term of office that the council began to work on hiring an attorney and it was in Roger's term it has come to a head and I feel that both are obligated in sanctioning the hiring of an attorney. Now, I don't know how these others feel about hiring an attorney. That is all.

Roger Honahni: I would like to ask, what would happen if we failed to file a claim before the end of the date set?

Mr. Boyden: Unless Congress does something before then to extend the time the law says that you shall be forever barred from bringing a claim against the United States; that is, if you do not present them by that time. There are several bills which have been introduced in Congress to give a little longer time - I asked about that when I was in Washington, and none of them

seem to have made any great progress so that we have no assurance that the time will be extended. We have some strong opposition to extending the time so it looks like it will not be extended. Unless you file before then, then you can never file one after that.

Roger: I asked that question because I wanted to clarify the truth before these people and now that we are assured, because we have heard the truth right direct from Mr. Boyden. Now, if the villages do not consent unitedly, then the possibility is that it will be done at the Council's disposal or sanction because as I look at it it has been the Council's desire and wish and they have done a great amount of work and also under the tentative term that the attorney has had he also has done a great amount of work, therefore, I do not think we are reluctant to say that the attorney that we have temporarily appointed is the man for us and I think we should appoint him under the contract permanently.

Karl Numkena: I think we should appreciate the opportunity that is now at hand and which has come before us because this has been our aim and at this time I would say that we should appoint two men to execute the contract, therefore may I make a motion that Roger Honahni and Lewis Numkena be appointed to execute the contract for this village because I feel that this is the majority. These men that are present here are the ones that have executed any problems that have ever come before us so therefore I think we are within our authority. I leave the motion up to you.

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Sam Numkena: I second the motion.

Supt. Carnal: It has been moved and seconded that Roger Honahni and Lewis Numkena be elected to sign for the Village. Are there any other nominations.

Dan T.: As far as they consent to take that position that is all right with me. I think the sentiment is about equal but it is pretty hard to get the rest of these people to express their opinion.

Poly H.: Well, I think we are all in favor of these men otherwise there would be some opposition.

Frank Tewa: Well, it has been our knowledge that there will be the time that we would have to take the responsibility. It has been made known to us that until such time that our young men will be educated enough to know the problems and will be able to execute them then the time will be now. I am an old man and still alive and it is wonderful that this opportunity comes in my time, therefore it is within our desire that these men should be elected.

Roy H.: To my opinion I think they are the proper people because I should think that in order for someone to be in a position to work along with Mr. Boyden it has to be someone who already knows the problems and has been working for the Hopi people, therefore it would be much easier for them to understand what might come before them so therefore I sanction that they should be elected.

Supt. Carnal: We shall vote on each man separately. (Twelve members of Moenkopi were present): Roger Honahni received 11 votes and Lewis Numkena received 11 votes.

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Supt. Carnal: Now the names of these two men will be added to the Resolution which we have here.

(Samuel Shing reads copy of resolution to members)

"WHEREAS, a General Council or meeting of the Upper Moenkopi Village, Hopi Indians, was called to meet on the 11th day of May, 1951, for the purpose of selecting an Attorney, or firm of attorneys, to represent them in connection with their claims against the United States, and for the further purpose of selecting tribal delegates to enter into and execute such a contract;

NOW, THEREFORE, after full and free discussion,

BE IT RESOLVED, that the said General Council or said meeting of said Hopi Indians on the aforesaid day does hereby select John S. Boyden, of Salt Lake City, Utah, as Claims Attorney for a period of ten years; and

BE IT FURTHER RESOLVED, that Roger Honahni and Lewis Numkena, members of the Upper Moenkopi Village of Hopi Indians, be and they are hereby selected as delegates to enter into and to execute said contract with said Attorney for and on behalf of the Upper Moenkopi Village of Hopi Indians."

Supt. Carnal: Are there any questions before we vote on accepting the resolution? If there are no questions, we shall vote on the resolution.

Earl Numkena: Now there is just one question that I would like to ask about the resolution and that is about the attorney. Will he be the only one or will he have any associate?

Mr. Boyden: Yes. Any associates that I have with me I have to pay out of the percentage that I get so that it does not cost you any more. Also, I will have to have them approved by the Commissioner of Indian Affairs. Mr. Ernest L. Wilkinson, who was the Chief Counsel in the Ute Claim, has now joined me in a partnership and it is my intention to have him join in the prosecution of this claim.

Supt. Carnal: Are there any other discussions? If not, will someone make a motion that the resolution be adopted.

Earl Numkena: I make a motion that we adopt the resolution.

Sam Numkena: I second the motion.

Supt. Carnal: It has been moved and seconded that the resolution to hire Mr. John S. Boyden as your attorney be accepted. All in favor vote by raising your right hand.

(With 12 members present, there were 12 votes for adopting the resolution.)

Earl Numkena: Now I just want to make a brief statement. Somebody mentioned something about the old boundary which might have been exclusively used by the Hopis at that time. My grandfather whose name is Tatoke mentioned it one time that the boundary which these people mentioned is probably a fact because he used to tell me that the line ran somewhere along Zuni and made provision so that the people could get salt there. That line ran to Navajo Mountain down to the Colorado River to Grand Canyon and then it ran arbitrarily down to that place where they had a flood. With these few points we may be able to find the territory which was used exclusively for the Hopi people.

Dan: I may have misunderstood and I want to ask a question: You mentioned something about we should raise some money. You mentioned something about $500.00. I just wonder if this village could raise $500.00 alone or would the rest of the village contribute something too?

Samuel Sping: I told him that he had misunderstood the statement made by Mr. Boyden and went on to explain that the provision in the contract, paragraph 9, stated that "the obligation of the Hopi Tribes to reimburse the attorney for expenses when their available funds are less than $500.00, or when the annual expenditures are more than $2000.00, shall be subject

to prior approval of the Hopi Tribes". I also told him that the Hopi Tribe had in their treasury funds which amounted to about $1300.00 and during the time that the council ceased to function these funds were diverted into the U.S. Treasury under the Albuquerque Office amounting to about $3000.00 had been deposited and Mr. Fister had stated to the Secretary of the Hopi Tribal Council that any time the tribe wished to use this money, at the request of the tribal council, we would be eligible to have this fund diverted to the bank account of the tribal council for such use or expenditures as are necessary so therefore any money which is to be expended and no village will be obligated to raise a fund to meet expenses as provided in the contract under paragraph 9, or no individual Hopi will be obligated to contribute toward the contract.

Mr. Boyden: I just wanted to say that I do appreciate the confidence you have shown by selecting me and I hope that we can get all of the necessary parties to sign this contract so that I can commence to work and I sincerely hope that it will be a very happy relationship for us all.

HP018160

CERTIFICATE

I hereby certify that the attached record of the proceedings of the meeting of Upper Moenkopi Village, Arizona, was transcribed from stenographic notes taken at said meeting on the 11th day of May, 1951, at a meeting which I personally attended, and in my opinion said transcript is correct.

Dated: _____

_____
Superintendent