

H O P I I N D E P E N D E N T P A T I O N

Hotevilla, Arizona  
February 1, 1965

RECEIVED  
FEB 3 1965  
Claims Commission

INDIAN CLAIMS COMMISSION  
WASHINGTON, D. C.

DEAR SIR:

WE, THE UNDERSIGNED, TRADITIONAL AND RELIGIOUS LEADERS OF THE HOPI PEOPLE, DO HEREBY, ANNOUNCE TO YOU AND TO THE WORLD THAT ALL TRADITIONALLY ESTABLISHED HOPI VILLAGES OF LOWER MCENCOPI, HOTEVILLA, OLD ORAIBI, SHUNGOPAVY AND MUSHONGNOVI HAVE NEVER HIRED ATTORNEY, JOHN S. BOYDEN, TO REPRESENT THEM ON A SUIT AGAINST THE GOVERNMENT OF THE UNITED STATES AND HAVE NEVER AUTHORIZED THE SO-CALLED HOPI TRIBAL COUNCIL TO SELL, LEASE OR ANYWAY DISPOSE OF OUR ANCIENT HOMELAND FOR WE HOLD ALL THIS LAND IN COMMON AND ON THE RELIGIOUS BASES, WITHOUR STONE TABLETS IN OUR HAND AS A TITLE GIVEN US BY THE GREAT SPIRIT WE ASK THAT ANY SUIT BEING PRESENTED TO YOUR OFFICE DOES NOT REPRESENT US, AND THAT WE, DO, ~~WE~~ HOLD ANY ACTION OF ATTORNEY JOHN SE BOYDEN AND SO-CALLED HOPI TRIBAL COUNCIL AS NULL AND VOID AND IS WITHOUT ANY LEGAL BASES.

THOSE WHO COMES TO YOU CLAIMING TO REPRESENT THE TRADITIONAL VILLAGES IS NOT TRUE AND THEY HAVE NOT BEEN AUTHORIZED BY US FOR ALL ACTIONS TAKEN BY THEM ON THIS SUIT HAS BEEN DONE WITHOUT OUR CONSENT AND AGAINST THE WISHES OF OUR TRADITIONAL HOPI LEADERS.

ON BEHALF OF THE MAJORITY OF THE HOPI PEOPLE AND TRADITIONAL LEADERS WE PRESENT YOU THIS PROTEST.

Man Katchungwa (T.O.)  
Mani Mowisigwa  
Jack Pongay esna  
Arnes Hewesa

EXHIBIT 116

MINUTES OF A SPECIAL MEETING  
HOPI TRIBAL COUNCIL  
March 10, 1965

A special meeting of the Hopi Tribal Council was called to order at 10:00 a.m. on Wednesday, March 10, 1965, by Chairman Lee Thomas.

The following members were present:

Lee Thomas  
Harry Chaca  
Andrew Seechoma  
Robert Adams  
Kirkland Polacca

George I. Talahongva  
Thomas Salénquahngwa  
Clifford Hanannie  
Robert Sakiestewa

Due to Emmett James' absence, no further business could be taken care of. It was decided, on motion of Kirkland Polacca, seconded by Robert Sakiestewa, that Emmett James be called to take his seat in the Council as his resignation had not been accepted by the Council members. Mr. Boyden also had his papers made up with today's date and had other appointments in Phoenix which he would have to cancel if a quorum were not present to transact business.

Chairman Thomas was given the authority to ask Mr. Boyden's opinion on the legality of appointing alternates for representatives who are unable to attend a council meeting. This authority given on motion made by Kirkland Polacca, seconded by Andrew Seechoma which was unanimously carried. Mr. Boyden indicated that there was nothing in the constitution that says that alternate representatives to the Council is not legal and nothing that prohibits it. This has been done for years and the only thing it says is that the manner in which he will be chosen is according to what that village says.

Chairman Thomas questioned the representation of Moencopi as to the number of delegates to the Council; the Constitution, Article IV, Section 1, states that the village of upper-Moencopi is entitled to two representatives inasmuch as the population of that village is over 251.

Guests visiting the Council meeting, Governor and Mrs. Christensen of Greenland, were introduced.

Lunch

The Council reconvened at 12:50 p.m. with a quorum present.

Governor Christensen spoke briefly of his country, Greenland, which is a part of the Kingdom of Denmark. He also thanked the Hopis for the extremely nice reception he received in the villages.

Mr. Boyden reported that he contacted the lawyer that had represented the oil companies in the suit of the Traditionalists who said the Judge had dismissed the case. Texaco Company will return as soon as the appeal period is run. They had left temporarily because of a legal technicality. Skelly Oil Company had also called Mr. Boyden and they are getting ready to drill too.

EXHIBIT 117

(COPY)

H O P I I N D E P E N D E N T N A T I O N

HOTEVILLA, ARIZONA  
DECEMBER 15, 1965

ATTORNEY JOHN S. BOYDEN:  
MEMBERS OF SO-CALLED HOPI TRIBAL COUNCIL:  
HOPI PEOPLE:

UPON HEARING THAT ATTORNEY JOHN S. BOYDEN WILL MAKE HIS REPORT TO THE MEMBERS OF CO-CALLED HOPI TRIBAL COUNCIL ON HIS WORK ON SUIT AGAINST THE UNITED STATES GOVERNMENT FOR "LANDS THAT WERE TAKEN AWAY FROM THE HOPI PEOPLE WITHOUT COMPENSATION" AND OTHER REPORTS.

WE, THE HOPI TRADITIONAL AND RELIGIOUS LEADERS, MET IN LOWER MOENCOPI, HOTEVILLA, ORAIBI, SHUNGOPAVY AND MUSHONGNOVI TO CONSIDER WHAT STEPS TO TAKE AT THIS TIME AGAINST ILLEGAL ACTION OR ACTIONS OF THE SO-CALLED HOPI TRIBAL COUNCIL AND ATTORNEY JOHN S. BOYDEN WHO HAVE WORKED ON THIS CLAIMS CASE WITHOUT CONSENT OF THE REAL HOPI LEADERS AND THE MAJORITY OF THE HOPI PEOPLE. WE HAVE MET IN SHUNGOPAVY VILLAGE TODAY WITH REPRESENTATIVES FROM THESE TRADITIONALLY ESTABLISHED VILLAGES WHO HAVE NEVER SIGNED CONTRACTS OF ATTORNEY JOHN S. BOYDEN HIRING HIM AS THEIR ATTORNEY AND WHO HAVE NEVER RECOGNIZED NOR ACCEPTED THE SO-CALLED HOPI TRIBAL CONSTITUTION AND BY-LAWS AND INDIAN RE-ORGANIZATION ACT. IT HAS BEEN FOUND THAT JOHN S. BOYDEN WROTE A LETTER TO PLATT CLINE ON APRIL 14, 1952 STATED IN ONE PART, "I HAVE A CONTRACT SIGNED BY ALL OF THE VILLAGES NAMED IN MY PETITION AND BY THE TRIBAL COUNCIL AUTHORIZING ME TO PRESECUTE THE CLAIM AND PROVIDING THAT ANY PAYMENT FOR LEGAL SERVICES WILL BE DETERMINED BY THE COMMISSIONER OF INDIAN AFFAIRS, IF IT IS SETTLED OUT OF COURT, OR BY THE COURT ITSELF IF THE CASE IS TRIED. THE FEE IS TO BE UPON A QUANTUM MERIT BASIS, BUT FOR NOT MORE THAN TEN PERCENT OF ANY AMOUNT RECOVERED. MY AUTHORITY IS NOT BASED UPON THE CONTRACT WITH THE TRIBAL COUNCIL ALONE, BUT IS BASED UPON APPROVAL BY A MAJORITY OF THE HOPI PEOPLE, BOTH AS TO POPULATION AND NUMBER OF VILLAGES IN ADDITION TO THE ACTION OF THE TRIBAL COUNCIL". SIGNED BY JOHN S. BOYDEN, SALT LAKE CITY, UTAH.

-OVER-

EXHIBIT 117A(1)

TO US AND TO THE MAJORITY OF THE HOPI PEOPLE WHO KNOW THIS TRUTH AND FACT THAT JOHN S. BOYDEN DOES NOT HAVE ALL HOPI VILLAGES WHO HAVE SIGNED HIS CONTRACT NOR THE SO-CALLED HOPI TRIBAL COUNCIL REPRESENT ALL HOPI VILLAGES, COMING FROM HIGHLY INTELLIGENT AND SUPPOSELY HONORABLE MAN AS AN ATTORNEY IS A SHAMEFUL LIE:

BECAUSE OF THE SERIOUS AFFECT THIS CLAIMS CASE WILL HAVE UPON ALL HOPI PEOPLE IT HAS BEEN DECIDED BY TRADITIONAL AND RELIGIOUS LEADERS THAT NO ACTION OF ANY KIND BE ACTED UPON AT THIS TIME FOR IT HAS BECOME VERY NECESSARY THAT A GENERAL HOPI MEETING BE HEID TO SERIOUSLY CONSIDER ALL ASPECT OF THIS CASE. DO ALL HOPI PEOPLE FULLY AWARE OF WHAT THE RESULT SHALL BE IF THIS MATTER COMES TO ITS FINAL SETTLEMENT AS ATTORNEY BOYDEN IS TRYING TO BRING ABOUT BY LIES? THERE ARE SEVERAL OTHER IMPORTANT MATTERS NEED TO BE EXPOSED.

DUE TO SEVERAL TRADITIONAL VILLAGES ARE NOW ENTERING THEIR WINTER MONTH OF PRAYER FEATHER MAKING AND PRAYERS TO BE OFFERED TO UNSEEN-BEINGS FOR THE WELFARE OF ALL LIVING THINGS ON THIS MOTHER EARTH WE CANNOT DESACRED THIS PERIOD SO WE WILL HAVE ANOTHER DATE IN WHICH WE SHALL ALL MEET TO DISCUSS ALL PHASES OF WORK THAT THE CC-CALLED HOPI TRIBAL COUNCIL AND JOHN S. BOYDEN HAS BEEN DOING.

ON BEHALF OF ALL TRADITIONAL AND RELIGIOUS LEADERS AND HOPI PEOPLE WE PRESENT TO YOU THIS AGREEMENT DEMANDING A FULL HEARING IN PUBLIC AS SOON AS POSSIBLE AFTER OUR SOYAL CEREMONY.

(SIGNED) Dan Katenongva

(SIGNED) DAVID MONONGYE

(SIGNED) JACK PONGAYESVA

(SIGNED) TAWANGYAWMA

(SIGNED) WILLIAM PAHONGVA

(SIGNED) RALPH SELINA

EXHIBIT 117A(2)

1966

UTAH

1745B

**MAYLE, HURD & LAUCHNOR (Continued)**

Utah and Stanford University (A.B., 1912); Salt Lake County Bar Association; Utah State Bar.  
legal education, Stanford University. *Member:* Bar.

~~REPRESENTATIVE CLIENTS: Fidelity & Casualty Co. of New York; Equitable Life Assurance Society of The United States; Associated Aviation Underwriters; North American Accident Insurance Co.; Medical Protective Co.; General Insurance Co. of America; General Casualty Co. of America; Safeco Insurance Co. of America; First National Insurance Co. of America; America Fore Cos.; Loyalty Group; Mrs. J. G. McDonald-Chocoma Co.; Walter Sandrup & Co. (Investment Brokers); E. H. Coltham & Co. (Investment Brokers); Industrial Indemnity Co.; New Amsterdam Casualty Co.  
REFERENCES: Continental Bank and Trust Co.; Walker Bank and Trust Co.~~

*General Civil and Trial Practice in all State and Federal Courts. Corporation, Banking, Water Rights, Real Property, Land Title, Construction, Subdivision, Probate and Tax Law. Insurance, Negligence and Personal Injury Practice* **BOYDEN, TIBBALS, STATEN & CROFT**  
SUITE 604 EL PASO NATURAL GAS BUILDING  
315 EAST SECOND SOUTH  
SALT LAKE CITY, UTAH 84111

Telephone:  
364-3671  
Area Code 801

MEMBERS OF FIRM

John S. Boyden, born Coalville, Utah, April 14, 1906; admitted to bar, 1929, Utah; 1934, U. S. Supreme Court; 1952, District of Columbia and U. S. Court of Appeals. Education, University of Utah (LL.B., 1929). *Fraternity:* Delta Theta Phi. Assistant U. S. Attorney for Utah, 1933-1946. Utah State Bar Representative, The State Council on Criminal Justice Administration, 1961— Chairman, Utah Indian Affairs Commission, 1965. *Member:* Salt Lake County, Federal and American Bar Associations; Utah State Bar (Member, Committee of Law Institutes, 1933-1956; Circuit Court of Appeals Committee, 1935-1936; Chairman, Indian Legal Rights and Jurisprudence, 1956-1961); International Academy of Trial Lawyers.

Phi. Librarian, University of Utah Law School, 1939-1940. Instructor, Real Estate Law, University of Utah, 1959—. Special Agent, Federal Bureau of Investigation, 1941-1951. *Member:* Salt Lake County (Member, Executive Committee, 1958-1962) and American Bar Associations; Utah State Bar (Chairman of Annual Meeting, 1955; Member, 1958— and Chairman, 1960-1965, Public Relations Committee.

Bryant H. Croft, born Morgan, Utah, July 27, 1914; admitted to bar, 1946, Utah. Preparatory education, University of Utah (A.B., 1939); legal education, George Washington University (LL.B., 1941). *Fraternity:* Delta Theta Phi. Special Agent, F.B.I., 1941-1949. Assistant United States Attorney, 1949-1953. Member, 1961— and Chairman, 1965—, Utah State Land Board. Member, 1961— and Chairman, 1965—, Oil and Gas Conservation Commission of Utah. *Member:* Salt Lake County and American Bar Associations; Utah State Bar (Member: Investigating Committee, 1954-1956; Tax Committee, 1955—).

ASSOCIATE

Don A. Stringham, born Salt Lake City, Utah, March 1, 1935; admitted to bar, 1964, Utah. Preparatory education, University of Utah (B.S. in Econ., 1960); legal education, University of Utah (LL.B., 1964). *Fraternities:* Phi Delta Phi; Phi Kappa Phi. Member, Board of Editors, Utah Law Review, 1963-1964. *Member:* Salt Lake County and American Bar Associations; Utah State Bar (Secretary, Young Lawyers Section, 1965—; Member, Committee on Institutes and Continuing Legal Education, 1965—).

Allen H. Tibbals, born Salt Lake City, Utah, July 10, 1915; admitted to bar, 1938, Utah; 1949, U. S. Supreme Court. Preparatory education, University of Utah (B.S., 1935); legal education, University of Utah (LL.B., 1937). *Fraternity:* Phi Alpha Delta. Special Agent, F.B.I., 1941-1947. *Member:* Salt Lake County and American Bar Associations; Utah State Bar (Member, Investigation Committee, 1956-1959; Member, 1957— and Chairman, 1962-1965, Committee on Unauthorized Practice of Law; Member, 1952-1965 and Chairman, 1962-1965, Committee on Lawyer-Doctor Relations; Member, Committee on Insurance, 1961-1962; Commissioner, 1965—).

Earl P. Staten, born Springville, Utah, May 6, 1915; admitted to bar, 1941, Utah; 1956, U. S. Supreme Court. Preparatory education, University of Utah (B.A., 1936); legal education, University of Utah (LL.B., 1940). *Fraternity:* Delta Theta

REPRESENTATIVE CLIENTS: Hopi Indian Tribe; Ute Indian Tribe; Prudential Federal Savings & Loan Assn.; Ideal National Insurance Co.; American National Bank of Salt Lake City; Federated Security Insurance Co.; Peabody Coal Co.; Lawyers Title Insurance Corporation of Richmond, Virginia (Dallas Branch); Metcalf Land Title Co.; Newhouse Hotel; Big Cottonwood Tanner Ditch Co.; Rocky Ford Irrigation Co.; New Castle Irrigation Co.; Utah Home Builders Assn.; Coalville City; Kearns Improvement District; Cedar City, Utah (Water problems); Salt Lake County Service Area No. 1.

EXHIBIT 118 a

1967

UTAH

2015B

VINCENT

Telephone-  
328-2506

Utah Area Code 801

(Member, Juvenile Court)

born Salt Lake City, Utah; admitted to bar, 1959, Utah. Preparatory education, University of Utah (B.S., 1956); legal education, University of Utah (LL.B., 1959). Fraternity: Phi Delta Phi. Author: "Additional Income Held Income at Time of Income Tax Review, Vol. 6, No. 2, 1958." Member: Utah State Bar; Federal and American Bar Associations.

SENIOR PARTNER

Wassermeyer, born Salt Lake City, Utah, 1938; admitted to bar, 1963, Utah. Education, University of Utah and Michigan; legal education, University of Utah (LL.B., 1963). Fraternity: Phi Delta Phi. Member: Salt Lake County and American Bar Associations.

ASSOCIATE

born Salt Lake City, Utah; admitted to bar, 1963, Utah. Education, Stanford University (B.S., 1959); legal education, University of Utah (LL.B., 1961). Order of the Coif. Member: Utah Law Review, 1961-1962. Member: Utah State Bar; American Bar Association.

Bank of Vermont; Bank of Construction Co.; Jorgensen Co.; Southeast Furniture Co.; Southern Lumber Co.; Jordan Lumber, Inc.; Utah Engineering Co.; Miller Welding Co.; Supply; Home Credit Corp.; Turbo Combination Window Works Equipment Co.; Ranccho Tee Construction Co.

Telephone-  
328-1666

Area Code 801

Phi Alpha Delta; Member, Utah State Bar and American Bar Association

born Sioux City, Iowa; admitted to bar, 1955, Utah. Preparatory education, University of Utah (B.S., 1952); legal education, University of Utah (LL.B., 1955). Fraternity: Phi Delta Phi. Member: Salt Lake County and American Bar Associations.

(This card continued)

JONES & MURPHY (Continued)

G. Haslam, born Wellsville, Utah, May 5, 1915; admitted to bar, 1958, Utah. Preparatory education, Utah State University (B.S., 1952); legal education, University of Utah (LL.B., 1958). Fraternity: Delta Theta Phi. Member: Salt Lake County and American Bar Associations; Utah State Bar.

ASSOCIATE

W. Jeffery Fillmore, born Salt Lake City, Utah, August 9, 1941; admitted to bar, 1966, Utah. Preparatory education, University of Utah (B.S., 1963); legal education, George Washington University (LL.B., 1966). Fraternity: Delta Theta Phi. Member: Utah State Bar.

REPRESENTATIVE CLIENTS: Valley Bank and Trust Co.; Combined Metals Reduction Co.; National Equipment Co.; Oil Incorporated; Fruehauf Trailer Corp.; Western States Thrift & Loan Co.; Utah Capital Corp.; Van Waters and Rogers; Alside Aluminum Supply Co.; Harmony Floors; A. J. Dean & Sons Ready Mix, Inc.

REFERENCES: Valley Bank and Trust Co.; American National Bank.

General Civil and Trial Practice in all State and Federal Courts. Corporation, Building, Water Rights, Real Estate, Land Title, Construction, Subdivision, Probate and Tax Law. Insurance, Negligence and Personal Injury Practice

BOYDEN, TIBBALS & STATEN

SUITE 604 EL PASO NATURAL GAS BUILDING  
315 EAST SECOND SOUTH  
SALT LAKE CITY, UTAH 84111

Telephone:  
364-3671

Area Code 801

MEMBERS OF FIRM

John S. Boyden, born Coalville, Utah, April 14, 1916; admitted to bar, 1929, Utah; 1934, U. S. Supreme Court; 1952, District of Columbia and U. S. Court of Appeals. Education, University of Utah (LL.B., 1929). Fraternity: Delta Theta Phi. Assistant U. S. Attorney for Utah; 1933-1946. Utah State Bar Representative, The State Council on Criminal Justice Administration, 1961-1965. Chairman, Utah Indian Affairs Commission, 1965. Member: Salt Lake County, Federal and American Bar Associations; Utah State Bar (Member, Committee of Law Institutes, 1933-1956; Circuit Court of Appeals Committee, 1935-1936; Chairman, Indian Legal Rights and Jurisprudence, 1956-1961); International Academy of Trial Lawyers.

Supreme Court. Preparatory education, University of Utah (B.A., 1936); legal education, University of Utah (LL.B., 1940). Fraternity: Delta Theta Phi. Librarian, University of Utah Law School, 1939-1940. Instructor, Real Estate Law, University of Utah, 1959-. Special Agent, Federal Bureau of Investigation, 1941-1951. Member: Salt Lake County (Member, Executive Committee, 1958-1962) and American Bar Associations; Utah State Bar (Chairman of Annual Meeting, 1955; Member, 1958- and Chairman, 1960-1965, Public Relations Committee.

ASSOCIATES

Don A. Stringham, born Salt Lake City, Utah, March 1, 1935; admitted to bar, 1964, Utah. Preparatory education, University of Utah (B.S. in Econ., 1960); legal education, University of Utah (LL.B., 1964). Fraternities: Phi Delta Phi; Phi Kappa Phi. Member, Board of Editors, Utah Law Review, 1963-1964. Member: Salt Lake County and American Bar Associations; Utah State Bar (Secretary, Young Lawyers Section, 1965-; Member, Committee on Institutes and Continuing Legal Education, 1965-).

George J. Romney, born Salt Lake City, Utah, July 5, 1934; admitted to bar, 1961, Utah. Preparatory education, Brigham Young University and University of Utah; legal education, University of Utah (LL.B., 1961). Fraternity: Phi Delta Phi. Member: Salt Lake County and American Bar Associations; Utah State Bar.

Allen H. Tibbals, born Salt Lake City, Utah, July 10, 1915; admitted to bar, 1938, Utah; 1949, U. S. Supreme Court. Preparatory education, University of Utah (B.S., 1935); legal education, University of Utah (LL.B., 1937). Fraternity: Phi Alpha Delta. Special Agent, F.B.I., 1941-1942. Member: Salt Lake County and American Bar Associations; Utah State Bar (Member, Investigation Committee, 1956-1959; Member, 1957-1961 Chairman, 1962-1965, Committee on Unauthorized Practice of Law; Member, 1952-1965 and Chairman, 1962-1965, Committee on Lawyer-Doctor Relations; Member, Committee on Insurance, 1961-1962; Commissioner, 1965-).

Earl P. Staten, born Springville, Utah, May 6, 1915; admitted to bar, 1941, Utah; 1956, U. S.

(This card continued)

EXHIBIT 1186

## BOYDEN, TIBBALS &amp; STATEN (Continued)

REPRESENTATIVE CLIENTS: Hopi Indian Tribe; Ute Indian Tribe; Prudential Federal Savings & Loan Assn.; Ideal National Insurance Co.; American National Bank of Salt Lake City; Federated Security Insurance Co.; Peabody Coal Co.; Lawyers Title Insurance Corporation of Richmond, Virginia (Dallas Branch); McHale Land Title Co.; Newhouse Hotel; Big Cottonwood Tanner Ditch Co.; Rocky Ford Irrigation Co.; New Castle Irrigation Co.; Utah Home Builders Assn.; Coalville City; Keasau Improvement District; Cedar City, Utah (Water problems); Salt Lake County Service Area No. 1; Town of West Jordan.

General Civil and Trial Practice in all State and Federal Courts Corporation, Oil and Gas, Mining, Real Property, Land Title, Trust and Probate Law

**BRAYTON, LOWE & HURLEY**  
(Stephens, Brayton & Lowe, 1926-1960)  
SUITE 1001-S WALKER BANK BUILDING  
175 SOUTH MAIN STREET  
SALT LAKE CITY, UTAH 84111

Telephone:  
328-8538  
Area Code 801

## MEMBERS OF FIRM

Frank B. Stephens (1855-1949).

William J. Lowe (1881-1948).

Dean F. Brayton, born Ohio; admitted to bar, 1906, Ohio, Utah and Nevada. Preparatory education, Ohio Wesleyan University (A.B.); legal education, Cincinnati Law School (LL.B.). *Fraternity*: Phi Delta Phi. *Member*: Salt Lake County and American (Utah Associate Member, Committee on Relations with Lawyers of Other Nations, 1961—) Bar Associations; Utah State Bar (President, 1931, first year of Integrated Bar).

John W. Lowe, born Brigham City, Utah, March 26, 1917; admitted to bar, 1941, Utah. Preparatory education, Salt Lake East High School; University

of Utah (A.B., 1937); legal education, Harvard Law School (LL.B., 1940). *Member*: Salt Lake County and American Bar Associations; Utah State Bar. [Major, Army of the U.S., 1941-1946]

Andrew R. Hurley, born Salt Lake City, Utah, February 28, 1919; admitted to bar, 1948, Utah. Preparatory education, University of Utah (B.S., 1941); legal education, University of Utah (LL.B., 1947). *Fraternity*: Phi Alpha Delta. Deputy County Attorney, Salt Lake County, 1948-1955; City Attorney, Park City Municipal Corporation, 1948—. *Member*, Board of Governors, 1950—. President, 1963-1965, Legal AN Society. *Member*: Salt Lake County (President, 1960-1961) and American Bar Associations; Utah State Bar [Lieutenant, U.S.N.R., 1941-1945]

REPRESENTATIVE CLIENTS: First Federal Savings & Loan Association; Continental Oil Co.; Pacific States Cast Iron Pipe Co.; Arnold Machinery Co.; Waterworks Equipment Co.; Colonial Corporation; Crater Wire & Iron Works; Pioneer Pipe Line Co., Inc.; Western Refrigeration Co.; John Deere Co.; Landes & Sons, Inc.; Southeastern Public Service Co.; Bales Petroleum Corp.; National American Life Insurance Co.; Brunswick Corp.

REFERENCES: First Federal Savings & Loan Assn., Salt Lake City, Utah; Walker Bank & Trust Co.

General Civil and Trial Practice in all State and Federal Courts Corporation, Labor Relations, Finance, Trusts Probate Law

**CALLISTER, KESLER & CALLISTER**  
SUITE 800 KENNECOTT BUILDING  
10 EAST SOUTH TEMPLE STREET  
SALT LAKE CITY, UTAH 84101

Telephones:  
363-3819  
363-1810  
Area Code 801

## MEMBERS OF FIRM

Louis H. Callister, born Salt Lake City, Utah, July 21, 1904; admitted to bar, 1929, Utah. Preparatory education, University of Utah; legal education, University of Utah (LL.B., 1929). *Member*, War Labor Board, 22nd Region, 1942-1945. *Member*, Board of Directors: Zions Savings & Loan Assn., 1964—; Lockhart Finance Company, 1966—; Zions Utah Bancorporation, 1966—. *Member*: Salt Lake County and American Bar Associations; Utah State Bar.

A. Pratt Kesler, born Salt Lake City, Utah,

April 26, 1905; admitted to bar, 1933, Utah and U.S. District Court, District of Utah; 1934, U.S. Court of Appeals, 10th Circuit; 1934, U.S. Supreme Court. Preparatory education, University of Utah (A.B., 1930); legal education, University of Utah (LL.B., 1933). *Fraternity*: Delta Theta Phi. President, Law School Alumni, 1947-1948. City Prosecutor, 1935-1937. Assistant City Attorney, 1937-1948. President, Salt Lake County Bar Association, 1945-1948. Republican State Chairman, 1950-1952. Chairman, Utah Delegation, Republican National Convention, 1952. *Member*, Republican National

(This card continued)

## CALLISTER, KESLER &amp; CALLISTER

Committee, 1952-1953. United 1953-1961. President, Legal A Lake City, 1960-1962. Chairman Uniform State Laws. Attorney Utah, 1961-1964. Commissioner Commission, 1965—. *Member*: (President) Junior Bar Section, (President, 1959-1960); American Bar Chairman, Junior Bar Section; House of Delegates, 1960-1963; :

REPRESENTATIVE CLIENTS: Hotel Utah; Reatr Acceptance Finance Co.; A Premium Oil Co.; Fred's Quality Oil Co.; Pyramid Oil. REFERENCES: Continer and Bonds; Edward L. B.

## CAYIAS

General Civil and Trial Practice in all Courts Corporation, Insurance, Estate Planning, Probate Law, Negligence and Personal Injury Law Grazing Rights and Real Property Law

30

William J. Cayias, born Salt December 8, 1915; admitted to Preparatory education, University 1937); legal education, University 1941). *Fraternity*: Phi Alpha Utah State House of Representa; Deputy Salt Lake County Att. *Member*: Salt Lake County and Associations; Utah State Bar.

D. Eugene Livingston, born Utah, June 29, 1901; admitted to Preparatory education, University 1922); legal education, University 1925). *Fraternity*: Delta Theta Utah State Bar.

Jay Elmer Banks, born Salt I. September 28, 1916; admitted to Preparatory education, University 1938); legal education, University 1942). *Fraternity*: Phi Alpha D

REPRESENTATIVE CLIENTS: Insurance Co.; Utah Farm Pro

REFERENCES: Farm Loan

General Civil and Trial Practice in State and Federal Courts Corporation, Insurance, Defense, Municipal and Probate Law Appellate Practice

30

E. R. Christensen, born Chester, 1887; admitted to bar, 1913, Utah

EXHIBIT 118c



**Southland Royalty Company**

1000 FORT WORTH CLUB TOWER  
FORT WORTH, TEXAS 76102

October 25, 1978

DON M. CHRESTMAN

Corporate Counsel

Mr. Robert T. Coulter  
Executive Director  
Indian Law Resource Center  
1101 Vermont Avenue, N.W.  
Washington, D. C. 20005

Dear Mr. Coulter:

This is in response to your letter to Mr. Jon Brumley, President and Chief Executive Officer of Southland Royalty Company, dated October 2, 1978. I spoke with Mr. Stephen Tulbert of your office on October 16 concerning the question of whether or not John S. Boyden was ever retained as counsel for Aztec Oil & Gas Company and he advised me that your records reflect that Mr. Boyden represented Aztec in a lawsuit in the U. S. District Court of Arizona styled Starlie Lomayokewa vs. Kerr McKee, Inc., et al. We do not have a file on the lawsuit mentioned above and we do not have any record of payment to Mr. Boyden of any legal fees associated with the named lawsuit or any other activity.

I spoke with Mr. Boyden by telephone and he advised me that he agreed to file an answer on behalf of Aztec at the same time he filed an answer in the above stated lawsuit for the Hopi Indian Tribe since Aztec and the Hopis were codefendants in the lawsuit. Mr. Boyden never billed Aztec for any legal fees and he was not paid any sum for filing the answer stated above.

I do not know what the final conclusion of the lawsuit was since Aztec did not lease any of the lands subject to the Navajo-Hopi conflict and, therefore, any final judgment would not have affected Aztec. I hope this will be a sufficient explanation of Aztec's position with regard to your letter of October 2 but if it is not, I will attempt to elaborate further.

Very truly yours,

Don M. Chrestman

DMC:ea

EXHIBIT 118d

Rec'd  
10/30/78  
SMT



# PEABODY COAL COMPANY

301 NORTH MEMORIAL DRIVE • ST. LOUIS, MISSOURI 63102

TELEPHONE (314) 342-3498

October 30, 1978

MARVIN O. YOUNG  
VICE PRESIDENT, GENERAL COUNSEL  
AND SECRETARY

Mr. Robert T. Coulter  
Indian Law Resource Center  
1101 Vermont Avenue, N. W.  
Washington, D. C. 20005

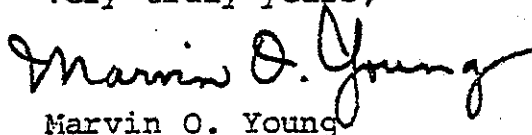
Dear Mr. Coulter:

This is in response to your letter of October 16, 1978 concerning the employment of John S. Boyden and his law firm by Peabody. We have reviewed our old records which are now in storage and we are unable to find a record of any kind of payment to John S. Boyden during the years 1965 and 1966, which is the period during which the lease with the Hopi Tribe was negotiated. Such personnel who are still with Peabody who recall these negotiations are quite certain that Mr. Boyden was not employed in any capacity by Peabody during this period.

In 1967 Peabody was offered for sale by the then management of Peabody. A Purchase Agreement was entered into with Kennecott Copper Corporation on March 17, 1967. The sale of assets to Kennecott was closed on March 29, 1968. In conjunction with that transaction counsel were employed in various states to review land titles. These counsel were not employed by Peabody, the Seller, but were employed by Kennecott and the lenders to Kennecott. John S. Boyden was employed by Kennecott and the lenders to review land titles in Utah in conjunction with this sale of assets. As stated, Mr. Boyden did not represent Peabody but represented the company and the lenders who were acquiring Peabody.

We do not believe that John Boyden was employed by Peabody in any capacity during the period in question. If you have specific evidence to the contrary, we would be glad to attempt to verify it.

Very truly yours,



Marvin O. Young

MOY:msf

EXHIBIT 118e(1)

PEABODY COAL COMPANY

301 NORTH MEMORIAL DRIVE • ST. LOUIS, MISSOURI 63102

TELEPHONE (314) 342-3496  
October 11, 1978

MARVIN O. YOUNG  
VICE PRESIDENT, GENERAL COUNSEL  
AND SECRETARY

Mr. Robert T. Coulter  
Executive Director  
Indian Law Resource Center  
1101 Vermont Avenue, N. W.  
Washington, D. C. 20005

Dear Mr. Coulter:

This is in response to your letter of October 2, 1978 addressed to Mr. Robert H. Quenon, our President and Chief Executive Officer, regarding employment by our Company of John S. Boyden, an attorney in Salt Lake City, Utah.

Peabody Coal Company entered into a Mining Lease with the Hopi Tribe on June 6, 1966. The negotiations for this lease extended over a period of some time prior to that date. I have no knowledge of any employment of Mr. Boyden by Peabody at any time for any purpose during this period. If you have specific information to the contrary, please let me know and I will investigate further.

I became Vice President and General Counsel of Peabody on August 1, 1968 and I have personal knowledge of the employment of all counsel by Peabody after that date.

On May 14, 1971, 62 members of the Hopi Indian Tribe filed suit in the United States District Court in the District of Columbia against the Secretary of the Interior and Peabody Coal Company seeking to set aside the above-mentioned Coal Mining Lease dated June 6, 1966. As you know, the Secretary of the Interior acts as trustee for the various Indian Tribes, which are themselves immune from suit. This suit was essentially directed against the Hopi Tribe and Peabody as joint defendants, since its object was the abrogation of a lease between the parties. The Hopi Tribe disagreed with the actions of the minority of 62 of its members and its interest in resisting this challenge was parallel to that of Peabody and the Secretary.

As General Counsel of Peabody I requested Mr. Boyden to make a trip to Washington, D. C. in June 1971 to discuss this litigation with counsel employed by Peabody (Best, Best and Krieger of Riverside, California) and the Justice Department who represented the Secretary of the Interior in the defense of this suit. The trip was made with the specific knowledge and consent of the Hopi Tribe. Peabody did defray the cost of this one trip by Mr. Boyden to provide information to counsel for Peabody and

EXHIBIT 118e(2)

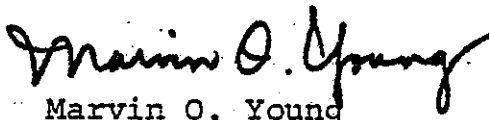
Rec'd  
10/16/78  
MUT

-2-

to the Department of Justice. At no time did Mr. Boyden represent Peabody in this litigation, nor has he represented Peabody on any other matter during my tenure as General Counsel since August 1, 1968.

As noted above, if you have any specific information regarding any employment of Mr. Boyden by Peabody, I will be glad to investigate further and provide you with the facts.

Very truly yours,

  
Marvin O. Young

MOY:msf

EXHIBIT 118e(3)

HOPI INDEPENDENT NATION  
HOTEVILLA VILLAGE  
FEBRUARY 20, 1964

Mr. Wayne N. Aspinall  
Committee on Interior and Insular Affairs  
House of Representatives,  
Washington, D. C.

Dear Mr. Aspinall:

We, the undersigned Hopi Traditional Spokesmen and Religious Leaders, acting for and on behalf of our Kickmongis (Chiefs) and for our Hopi People, after a full and serious consideration of H. R. 9529, a Bill, "To Authorization and Partition of the Surface Rights of the Hopi and the Navajo Indian Tribes in Undivided Trust Lands, and for Other Purposes", which you have introduced in the House of Representatives (by request); do hereby, demand that you immediately withdraw this Bill for the following reasons:

(1) The Hopi Tribe as a whole have never requested this kind of Bill nor have any knowledge of it.

(2) During our recent meetings with the Navajo People and their Leaders it has been found that they, too, have never requested this Bill.

(3) Hopi Traditional Kickmongis are still recognized as Real Hopi Leaders with full power and authority to deal in matters involving Land and Life of all People in this Land.

(4) Hopi Kickmongis and their People in these Traditionally Established Village have never given up their Sovereignty to the Government of the United States nor to the so-called Hopi Tribal Council, therefore any or all actions or agreements, resolutions and contract or contracts by the 9 or 10 members of the so-called Hopi Tribal Council drafted by attorney John S. Boyden and approved by Hopi Agent H. E. O'Harra are considered by us as NULL and VOID.

(5) Hopi Kickmongis and Leaders of Traditionally Established Villages have never signed contract or contracts of John S. Boyden.

(6) Attorney John S. Boyden, members of the so-called Hopi Tribal Council and Hopi Agent H. E. O'Harra approve, sign and accept Hopi resolutions, contracts, leasing of Hopi Homeland for oil and gas explorations, etc., without consent of the Hopi Kickmongi of Traditionally Established Villages.

(7) By acting upon and passing such a Bill in Congress of the United States without the knowledge, consent nor approval of the majority of the People herein involved, Hopi and Navajo People, by members of Congress would mean to us an Interfering with Our Internal Affairs and bringing upon us the Dictatorial Rule.

(8) This Bill and others will only strip from us our sovereign powers, our rights to Land and Life and will only create more trouble and misunderstanding. Therefore, our Kickmongis and the majority of the Hopi People do not want this Bill H. R. 9529. Because these matters involves our Lives the Hopi Leaders will meet with the Navajo Leaders to seriously consider ending the further interfering with our Land and Life by unauthorized person or persons.

Sincerely,

SPokesmen:

Katchinawa, (C.E.)  
KATCHINAWA, HOTEVILLA  
Habe Katchinawa  
KOLCHAPTEWA, HOTEVILLA  
Selina  
SELINA, HOTEVILLA

RELIGIOUS LEADERS:

Ag. ... Sakay...

Monogaga  
Pangay...  
...  
...

# PEABODY COAL COMPANY

301 NORTH MEMORIAL DRIVE · ST. LOUIS, MISSOURI 63102

TELEPHONE (314) 342-3496

March 13, 1979

MARVIN O. YOUNG  
VICE PRESIDENT, GENERAL COUNSEL  
AND SECRETARY

Mr. Robert T. Coulter  
Executive Director  
Indian Law Resource Center  
1101 Vermont Avenue, N. W.  
Washington, D. C. 20005

Dear Mr. Coulter:

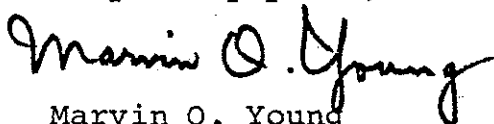
The reason I have delayed answering your letter of January 29, 1979 concerning Mr. John S. Boyden is that I have been endeavoring to obtain additional information concerning this matter. Recently I had the opportunity to discuss this situation further with Richard P. Conerly, formerly General Counsel of Peabody.

Mr. Conerly informed me that at the time of the purchase of Peabody by Kennecott the lawyers for the lenders and for Kennecott requested him to suggest names of lawyers in the various states in which Peabody had coal reserves for the purpose of examining Peabody's titles in those states. Accordingly, Mr. Conerly made such suggestions, including Mr. Boyden for Utah. I believe it to be inaccurate to state that Mr. Conerly "participated" in the selection of such lawyers. He was asked for suggestions which he provided. The decision regarding employment of counsel was naturally made by Kennecott, its lenders and counsel. The Boyden firm was undoubtedly paid for its services by Kennecott, as were the various other lawyers involved in this transaction. It is important to stress that Mr. Boyden represented the buyer and its lenders in this transaction and did not represent Peabody. Mr. Boyden may have thought of himself as special counsel to Peabody, but, in fact, he was not.

Aztec Oil and Gas is a company that has no association of any kind with Peabody and I am at a loss to understand why you are asking me about work performed for that company.

Further, I have discussed this matter thoroughly with Mr. E. R. Phelps and Mr. Phelps does not recall any situations where Mr. Boyden represented anyone other than the Hopi Tribe other than the situation described above where Mr. Boyden represented Kennecott and its lenders in the transaction whereby Peabody was acquired in 1968. All lawyers employed by Peabody were paid from the St. Louis office and thus any payments to Mr. Boyden would be reflected in Peabody's records in St. Louis.

Very truly yours,



Marvin O. Young

MOY:msf

EXHIBIT 118e(4)

KENNECOTT COPPER CORPORATION  
161 EAST 42ND STREET  
NEW YORK, N. Y. 10017

PATRICK H. BOWEN  
ASSISTANT COUNSEL

January 22, 1979

Steven M. Tullberg, Esq.  
Indian Law Resource Center  
1101 Vermont Avenue, N. W.  
Washington, D. C. 20005

Dear Mr. Tullberg:

As you requested, this is to supplement the information previously furnished to you concerning the selection in 1967 of Boyden, Tibbals & Staten, Salt Lake City, Utah as one of 19 firms which gave opinions under the 1968 production payment documents related to Kennecott's acquisition of Peabody Coal Company.

As you know, under the production payment documents, an opinion was required for each of the 19 states in which coal properties subject to the production payment were located. The opinions of each of the 19 law firms are quite similar, having been based on a form customary in complex production payment transactions. Further, each of the 19 opinions is "limited in all respects" to the state in which the firm is located (e.g., the Boyden firm opined only on Utah matters).

I am told that the principal parties to whom the 19 opinions were addressed all participated in the selection of the law firms, particularly the lenders, who were the most likely to be damaged by inadequate legal representation. The competence and reputation of counsel was the principal criterion used in the selection process, because the transaction was highly complex and because there could be no question about the validity of the various production payment documents in each of the states in which properties subject to the production payment were situated. Thus, opinions as to competence were sought from Kennecott's former General Counsel. Further, the recommendations of Richard Conerly, then Peabody's General Counsel, were sought on the competence and knowledge of the Peabody coal properties to be subject to the production payment of each suggested firm. Also, any firm in the western states which had opined on

EXHIBIT 118f(1)

Steven M. Tullberg, Esq.  
January 22, 1979  
Page 2

an earlier production payment related to the acquisition of Consolidated Coal Company by Continental Oil Corporation was eliminated because of possible competition for coal acreage in those states by various coal producers.

It was known that the Boyden firm had represented the Hopi Indian tribe. Indeed, Richard Conerly had dealt with the Boyden firm as the representatives of the Hopis in connection with Peabody's dealings with that tribe. Those dealings were concluded in 1966 upon signing of a coal lease by Peabody and the Hopis. This was prior to the retention of the Boyden firm for the production payment. Apparently, Mr. Conerly was favorably impressed with the competence of the Boyden firm. I am told that several other inquiries were made in Utah to ascertain the firm's reputation in Utah, the results of which indicated that they had a fine reputation.

The list covering the compensation of nearly 50 law firms shows the fees and disbursements of the Boyden firm aggregated \$10,689.58. This amount is among the lowest paid to the state law firms; indeed, it is less than 10% of the amounts paid to some other state counsel. The low amount is not surprising, since the Utah properties were a relatively minor component of the properties subject to the production payment, particularly as compared with properties in Eastern states such as Illinois. Notably, there were no developed coal properties in Utah, and the coal interests consisted primarily of Federal leases. There were no leases of Indian lands in Utah. By contrast, roughly ten operating mines in Illinois were subject to the production payment.

There is no other information available indicating any specific reason why the Boyden firm was retained to render an opinion with respect to Utah for production payment purposes, nor is there any statement of the terms of their employment. I reiterate that the Boyden firm was retained solely for an opinion as to Utah coal properties leased by Peabody. The opinion for Arizona, the state where the Hopi Indian coal deposits were located, was given by another firm.

As to any relationship of the opinions of state counsel -- all of which are captioned "Peabody Coal - Kennecott Copper ABC Transaction" -- with the Purchase Agreement, nothing in that Agreement required an opinion from the Boyden firm. Rather, the firm opined solely on Utah law as to the production payment documents and properties located in Utah, matters in which the lenders had a vital interest and the other parties to whom the opinions were addressed had some interest, particularly title to coal properties. State counsel such as the Boyden firm were retained as technical consultants, not advocates; hence,

EXHIBIT 118f (2)

Steven M. Tullberg, Esq.  
January 22, 1979  
Page 3

their opinion was addressed to all parties interested in the transaction.

I regret that I cannot be of further help in this matter, which occurred more than ten years ago and involved a company which Kennecott no longer owns.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Pat Bowen".

PHB/bk

EXHIBIT 118f(3)



KENNECOTT COPPER CORPORATION

161 EAST 42ND STREET

NEW YORK, N. Y. 10017

Rec'd  
2/15/79  
SMT

PATRICK H. BOWEN  
ASSISTANT COUNSEL

February 1, 1979

Steven M. Tullberg, Esq.  
Indian Law Resource Center  
1101 Vermont Avenue, N.W.  
Washington, D. C. 20005

Dear Mr. Tullberg:

The responses below correspond to the points raised in your January 25 letter.

1. The files give no specific date on which the Boyden firm was retained. However, it was subsequent to April 1 but no later than December 31, 1967.

2. The files are not clear as to the ultimate payee of the Boyden firm's fee. However, correspondence relating to the table setting forth the fees of nearly 50 law firms indicates that the total fees were paid in part "out of production" (i.e., a part of a production payment) and in part from the account of Green River Coal Company.

3. There are no Kennecott records of any payment by Kennecott to Mr. Boyden or his firm for any work done other than that related to the production payment documents. These records do not include payments, if any, made by Peabody.

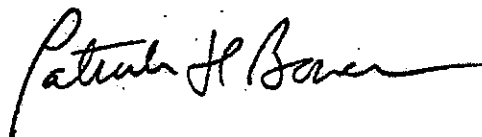
Finally, the penultimate line on the first page of my January 22 letter is part of the statement of my understanding that the views of Richard Conerly were sought in two respects: (i) the competence of each suggested firm; and (ii) the extent of the knowledge (if any) of each suggested firm concerning the Peabody coal properties to be subject to the production payment. In states such as Illinois, where there were a large number of

EXHIBIT 118f(4)

Steven M. Tullberg, Esq.  
February 1, 1979  
Page 2

operating mines and a much larger number of coal interests owned or controlled by Peabody, firms having experience with Peabody coal interests apparently were favored over others. This is consistent with the production payment structure, where it was highly important that there be no question as to the validity and enforceability of Peabody's ownership of coal interests.

Sincerely yours,



PHB/bk

EXHIBIT 118f(5)

RESOLUTION  
NO. R-26-67  
HOPI TRIBE

WHEREAS:

1. Mining Lease (Contract No. 14-20-0450-5743) was entered into on June 6, 1966 by the Hopi Tribe of Arizona as "Lessor" and Sentry Royalty Company, a Nevada Corporation, as "Lessee", which Mining Lease is now of record in the Official Records in the office of the Navajo County Clerk, Arizona, in Docket Book 259 at pages 335 - 412.

2. Sentry Royalty Company, a Nevada Corporation, (hereinafter called "Sentry") is a wholly owned subsidiary of Peabody Coal Company, an Illinois Corporation, (hereinafter called "Peabody"), and Sentry desires to assign all of its interest in said Mining Lease to Peabody.

3. Subject to certain conditions Peabody has agreed to sell to Kennecott Copper Corporation, a New York Corporation, (hereinafter called "Kennecott") all of the assets of Peabody including its interest in said Mining Lease, and under the terms of such agreement it is proposed that title to said Mining Lease shall be taken in the name of Peabody Coal Company, a Delaware corporation, (hereinafter called Peabody-Delaware), it presently being proposed that such sales shall be accomplished by the execution (among other documents) of a certain Conveyance of Coal Properties and Reservation of Production Payment from Peabody to Peabody-Delaware in Part I, and a Conveyance of Reserved Production

Payment from Peabody to Green River Coal Company, a Delaware corporation, (hereinafter called "Green River") in Part II.

4. Sentry proposes to accomplish transfer of its interest in said Mining Lease to Peabody by the execution and delivery of appropriate form of Assignment of Mining Lease, and Peabody proposes to accomplish assignment of its interest in said Mining Lease by the execution and delivery to Peabody-Delaware of said Conveyance and the execution and delivery of appropriate form of assignment of Mining Lease.

5. Article XI of said Mining Lease requires the approval of the Secretary of the Interior of the United States of America and the Hopi Tribe to any assignments of the Lessee's interest in said Mining Lease.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Hopi Tribal Council does hereby approve, adopt, ratify and confirm said Mining Lease, dated June 6, 1966.

2. The Hopi Tribal Council does hereby approve and consent to the assignment of said Mining Lease from Sentry to Peabody, including all right, title and interest in and to any slurry pipeline right-of-way or rights-of-way granted pursuant to said Mining Lease.

3. The Hopi Tribal Council does hereby approve and consent to the assignment of said Mining Lease from Peabody to Peabody Delaware, including all right, title and interest in and to any slurry pipeline right-of-way or rights-of-way granted pursuant to said Lease, and does further approve and consent to the creation and reservation of a production payment and the transfer

of such production payment by Peabody to Green River; provided, however, the approval and consent of the Hopi Tribal Council to the assignment of said Mining Lease from Peabody to Peabody-Delaware is upon the following conditions:

- (a) that Kennecott guarantees the due performance by Peabody-Delaware of all of the covenants and agreements on the Lessee's part contained in said Mining Lease and the payment of all damages, costs and expenses which by virtue of said Mining Lease may be recoverable from Peabody-Delaware by the Hopi Tribe; and
- (b) that Kennecott pay or cause to be paid to the Hopi Tribe a transfer fee of \$10.00 which shall be paid to the Secretary of the Interior or his duly authorized representative for the benefit of the Hopi Tribe.

4. The Chairman of the Hopi Tribal Council is hereby empowered, authorized and directed to approve the above mentioned Assignment of Mining Lease from Sentry to Peabody, and from Peabody-Delaware.

5. The Chairman of the Hopi Tribal Council is hereby empowered, authorized and directed to approve said Conveyance (including Part I and Part II) from Peabody to Peabody-Delaware and to Green River, including the creation, reservation and transfer of a production payment burdening said Mining Lease, such approval by the Tribal Chairman to be made on behalf of the Hopi Tribe.

CERTIFICATION

I hereby certify that the foregoing Resolution was duly considered by the Hopi Tribal Council at a duly called meeting at which a quorum was present, and that the same was passed by a vote of 8 in favor and 0 opposed, 1 abstaining, on the 27 day of September, 1967, after full and free discussion on the merits.

Legan K. Kamee  
LOCAL/SCOPE, CHAIRMAN  
Hopi Tribal Council

ATTEST:

Kedric Ootani  
KEDRIC OOTANI, Acting Secretary  
Hopi Tribal Council

APPROVED: Sept. 29, 1967

Joseph M. Lucero  
JOSEPH M. LUCERO  
Acting Superintendent  
Hopi Indian Agency

February 26, 1968

Mr. Jean Fredericks, Chairman  
Hopi Tribal Council  
P. O. Box 123  
Oraibi, Arizona 86039

Dear Mr. Fredericks:

Please refer to the documents approved by the Hopi and Navajo Tribes involving an assignment by Sentry Royalty Company and Peabody Coal Company to Kernacott.

I have been informed that the Navajo Tribe is allegedly receiving a payment in the amount of \$100,000, as consideration for executing this assignment.

I hope that you and the Tribal Council will consider this matter again and I recommend that the proportionate share of money due the Hopi people be accepted as consideration for executing the assignments.

Sincerely yours,

Joseph M. Lucero

Joseph M. Lucero  
Acting Superintendent

cc:  
Area Director, P.A.O.

RECEIVED  
FEDERAL BUREAU OF INVESTIGATION

MAR 4 1968

EXHIBIT 118A(5)

BOYDEN, TIBBALS & STATEN  
LAW OFFICES  
SUITE 604, EL PASO NATURAL GAS BUILDING  
315 EAST SECOND SOUTH STREET  
SALT LAKE CITY, UTAH 84111

*Handwritten notes and signatures in the top right corner, including "J.S.B.", "R.W.H.", and "E.S.B." with various scribbles.*

JOHN S. BOYDEN  
ALLEN H. TIBBALS  
EARL P. STATEN  
GEORGE J. ROMNEY  
STEPHEN G. BOYDEN  
EZRA T. CLARK, JR.

March 4, 1958

Mr. Jean Fredericks  
Chairman  
Hopi Tribal Council  
P. O. Box 32  
 Oraibi, Arizona

Re: Assignment of Sentry Royalty Company Lease

Dear Jean:

While in Washington on February 20 and 21, we conferred with Mr. [redacted] of the Bureau of Indian Affairs and with Commissioner Bennett concerning the assignment of the Sentry Royalty Company lease. Both you and I made it very clear that we did not approve of the principle involved in attempting to extract money from the coal company under these circumstances, although we had been informed that the Navajo had taken such action.

I was in receipt of a letter from Area Director W. Wade Head wherein he recommended to the Commissioner of Indian Affairs as follows: "It is recommended by this office that approval be granted for the Hopi assignment on the same basis as any settlement made for assignment of Navajo interests."

Upon my return to Salt Lake City, I called Mr. Head on the telephone to explain to him the position taken by both the Hopi Tribe and their legal counsel. Mr. Head was of the opinion that our position is not at all inconsistent with the position he has taken. He is not contending that this is a proper charge. He is only contending that in the event this money is paid to the Navajos for the assignment, the Hopis should receive a like amount. As you know, I have been assured by the general counsel for the Peabody Company that the Hopi will be given equal treatment with the Navajo in this matter. I believe we are now in a proper position, both morally and legally.

Sincerely,

JOHN S. BOYDEN

JSB:kh

cc: Joe Lucero  
W. Wade Head

RECEIVED  
REAL PROP. INST.  
MAR 12 1958

EXHIBIT 118 A (6)

C  
O  
P  
Y



**BOYDEN, TIBBALS & STATEN**

LAW OFFICES

SUITE 604, EL PASO NATURAL GAS BUILDING

318 EAST SECOND SOUTH STREET

SALT LAKE CITY, UTAH 84111

W. G. BOYDEN  
W. A. TIBBALS  
J. A. STATEN  
J. A. HENNINGHAM  
W. A. HENNEY

March 29, 1968

To Each of the Persons Named in  
Schedule I Annexed Hereto:

**PEABODY COAL—KENNECOTT COPPER ABC TRANSACTION**

Dear Sirs:

We have acted as your special counsel for the State of Utah in connection with the following transactions:

I. The conveyance which has been made today by Peabody Coal Company, an Illinois corporation ("Peabody"), to Peabody Coal Company, a Delaware corporation ("Peabody Delaware") and a wholly-owned subsidiary of Kennecott Copper Corporation, a New York corporation ("Kennecott"), of certain coal properties, interests and rights of Peabody, excepting and reserving therefrom a production payment in the sum of \$300,000,000 (the "Peabody Production Payment").

II. The conveyance which has been made today by Peabody to Green River Coal Company, a Delaware corporation ("Green River"), of the Peabody Production Payment.

III. The loan which has been made today in New York City by Morgan Guaranty Trust Company of New York (the "Bank") to Green River in the principal amount of \$300,000,000 evidenced by Green River's promissory note of like principal amount.

IV. The mortgage of the Peabody Production Payment which has been made today by Green River to C. Chesney McCracken and Harold Pruner, as Trustees (the "Trustees") and St. Louis Union Trust Company, as Missouri Co-Trustee (the "Missouri Co-Trustee"), and the assignment of production accruing to the Peabody Production Payment made by Green River to the Bank, as Assignee of Production, as security for payment of the promissory note referred to in Paragraph III above.

In such capacity, we have examined the following documents:

1. Executed counterpart of an instrument of conveyance by Peabody dated as of March 29, 1968, Part I of which conveys to Peabody Delaware the interests of Peabody in certain coal properties described and defined therein (the "Subject Interests") excepting and reserving from the Subject Interests the Peabody Production Payment, and Part II of which conveys the Peabody Production Payment to Green River—Part I and Part II together being the "Conveyance."

2. Executed counterpart of Mortgage, Deed of Trust and Assignment of Production dated as of March 29, 1968 from Green River to the Trustees, the Missouri Co-Trustee, and the Bank, including Annex A (form of the Note) and Annex B (the Conveyance)—the "Mortgage."

EXHIBIT 118B(1)

3. The form of the promissory note of Green River included in the Mortgage as Annex A—the "Note."

4. Executed counterpart of Financing Statement from Peabody Delaware to Green River in respect of certain Production Payment Coal and accounts receivable resulting from sales of Production Payment Coal for the account of Green River pursuant to Section 1.4 of the Conveyance—the "Peabody Delaware Financing Statement."

5. Executed counterpart of Financing Statement from Green River to the Trustees, the Missouri Co-Trustee, and the Bank in respect of the Mortgage—the "Green River Financing Statement."

6. Execution or conformed copies of an Agreement and Supplemental Agreement, each dated as of March 17, 1967, as amended by an amendment thereto dated February 21, 1968, among Peabody, Kennecott and Peabody Delaware—collectively the "Purchase Agreement."

7. Conformed copy of Agreement of Sale and Purchase of Production Payment dated as of March 13, 1968 between Peabody and Green River—the "Production Payment Agreement."

8. Execution copy of Undertaking and Guaranty dated March 29, 1968 among Peabody Delaware, Kennecott and Peabody—the "Undertaking."

9. Execution copy of Guaranty dated March 29, 1968 from Kennecott to Peabody and the assignment thereof from Peabody to Green River—the "Guaranty."

10. Execution copy of Assumption of Obligations dated March 29, 1968 between Peabody and Peabody Delaware and the assignment thereof from Peabody to Green River—the "Assumption."

11. Executed counterpart of Collection Agency Agreement dated March 29, 1968 between the Bank and Peabody Delaware—the "Collection Agency Agreement."

12. Executed counterpart of Non-Mining Deed dated as of March 29, 1968 from Peabody to Peabody Delaware—the "Non-Mining Deed."

13. Execution copy of Assignment and Bill of Sale effective March 29, 1968 from Peabody to Peabody Delaware—the "Assignment and Bill of Sale."

14. Conformed copy of Loan Agreement dated March 15, 1968 between Green River and the Bank—the "Loan Agreement."

In addition to the foregoing documents, we have also been furnished with certificates of public officials and of officers and representatives of said corporations and such other documents as we have deemed it necessary to require as a basis for the opinions hereinafter expressed. As to questions of fact material to these opinions, we have, when relevant facts were not independently established, relied upon certifications by officers and representatives of said corporations.

Based on the foregoing and having regard to legal considerations which we deem relevant, we are of the opinion (limited in all respects to the laws of the State of Utah and federal bankruptcy, insolvency, reorganization and other federal laws affecting creditors' rights generally as well as the federal laws applicable to the opinions expressed in Paragraph 16 and subject to the matters set forth in Paragraph 22) that:

1. The Conveyance has been duly authorized, executed, acknowledged and delivered and constitutes a legal, valid and binding instrument of each of the parties thereto, enforceable against each of said parties in accordance with its terms.

2. The Peabody Production Payment has been duly excepted from the conveyance of the Subject Interests to Peabody Delaware in Part I of the Conveyance and duly reserved and retained by Peabody and is a legal and valid proprietary interest in real property enforceable in accordance with its terms. The Peabody Production Payment is a legal, valid and enforceable production payment dischargeable out of varying percentages, determined in accordance with Section 1.1 of the Conveyance, of the production of Coal (as such term is defined in the Conveyance), accruing or attributable to the Subject Interests. The covenants and agreements of Peabody Delaware contained in the Conveyance are valid and enforceable in accordance with their terms and inure to the benefit of Green River as the owner of the Peabody Production Payment.

3. The Mortgage has been duly authorized, executed, acknowledged and delivered and constitutes a legal, valid and binding instrument of Green River enforceable in accordance with its terms. The Mortgage constitutes a legal, valid and direct mortgage lien upon the Peabody Production Payment. To the extent that Peabody had good and marketable title to the Subject Interests at the time of delivery of the Conveyance, and that liens, charges or encumbrances were not outstanding against the Subject Interests or the Peabody Production Payment at the time of delivery of the Mortgage, the Mortgage constitutes a first mortgage lien upon the Peabody Production Payment.

4. The assignment by Green River, contained in Article III of the Mortgage, of all Green River's right, title and interest to the production of Production Payment Coal, together with all proceeds derived from the sale of such Coal and, in the circumstances specified in said Article III, from the sale of Subject Coal other than Production Payment Coal (the "Assignment of Production"), is a legal, valid and effective assignment to the Bank, enforceable against Green River in accordance with its terms.

5. The descriptions of the Subject Interests located in the State of Utah which are contained in Section 1.1 of the Conveyance, the descriptions of the Peabody Production Payment contained in the Conveyance and in the Mortgage, and the forms of the descriptions of, or general or specific references to the fee, leasehold and other interests located in the State of Utah which are contained in Exhibit A to the Conveyance, are adequate for all purposes of such instruments. Such descriptions and references and the filing and recording of counterparts of the Conveyance and the Mortgage in the manner contemplated in such instruments are legally sufficient for the purposes of the Conveyance and the Mortgage and for the purposes of all applicable recording, filing and registration laws, provided that insofar as the Subject Interests described in Exhibit A are not recorded, the descriptions and references in Exhibit A may not be legally sufficient for the purpose of such laws.

6. The forms of the Conveyance (including Exhibits A and B thereto), the Mortgage, the Collection Agency Agreement, the Peabody Delaware Financing Statement, the Green River Financing Statement, the Non-Mining Deed, the Assignment and Bill of Sale and the Note comply with all laws of the State of Utah applicable thereto, including all recording, filing and registration laws.

7. The Conveyance has been duly filed for record in the real property records of each County in the State of Utah in which any of the Subject Interests are located, and no further or subsequent recording, registration or filing of the Conveyance is necessary to protect and preserve title to the Subject Interests located in said Counties and to the Peabody Production Payment (insofar as it is dischargeable out of production from the Subject Interests located in said Counties); *provided, however,* that insofar as the Peabody Production Payment is reserved from properties not specifically described in the Conveyance, a supplement thereto specifically describing such properties may be necessary in order to protect the interest of Green River therein against a subsequent purchaser or other person who may acquire any interest in any such properties without notice of the existence of the Peabody Production Payment and *provided, further,* that insofar as the Subject Interests specifically described in Exhibit A are unrecorded, the interests of Green River therein are subject to the rights of any such purchaser or other person. The Peabody Delaware Financing Statement and the Collection Agency Agreement as

a financing statement have each been duly filed in each office in the State of Utah where such filing is required in order to perfect and preserve the interests of Green River covered by the Peabody Delaware Financing Statement and the interests of the Bank covered by the Collection Agency Agreement and, except for the filing of a continuation statement or further financing statement in respect of each thereof within six months prior to the expiration of five years from the date of filing of such financing statement and of such agreement, and the filing of any subsequent continuation statement or further financing statement within six months prior to the expiration of each succeeding five-year period measured from the last date to which the filing of the last such continuation statement or further financing statement was effective, so long as the Note shall be unpaid, no further recording, registration or filing is necessary to perfect and preserve such interests of Green River or the Bank, respectively, assuming that appropriate filings are made pursuant to the laws of the state in which the records of account of Peabody Delaware are maintained. All necessary fees were paid prior to such filings.

The Mortgage has been duly filed for record as a mortgage on real property in each County in the State of Utah in which any of the Subject Interests are located in order to perfect and preserve the lien thereof on the Peabody Production Payment (insofar as it is dischargeable out of production from the Subject Interests located in said Counties), *provided, however*, that the lien of the Mortgage upon the Peabody Production Payment insofar as it is reserved from properties not specifically described in the Conveyance may not be effective against a subsequent purchaser or other person who may acquire an interest therein without notice of the existence of the Mortgage unless a supplement to the Mortgage is recorded specifically describing such properties and *provided, further*, that insofar as the Subject Interests specifically described in Exhibit A to the Conveyance, attached to the Mortgage as Annex B, are unrecorded, the interests of the Trustees therein are subject to the rights of any such purchaser or other person. The Green River Financing Statement has been filed in each office in the State of Utah in which such filing is required in order to perfect and preserve the Assignment of Production. No further or subsequent filing, re-filing, recording, re-recording or registration of the Mortgage, the Green River Financing Statement or any other instrument will be necessary in order to maintain the lien thereof, or to preserve the Assignment of Production except the filing of a continuation statement or further financing statement in respect of the Green River Financing Statement within six months prior to the expiration of five years from the date of filing of such financing statement, and the filing of any subsequent continuation statement or further financing statement within six months prior to the expiration of each succeeding five-year period measured from the last date to which the filing of the last such continuation statement or further financing statement was effective, so long as the Note shall be unpaid, assuming that appropriate filings are made pursuant to the laws of the State in which the records of account of Green River are maintained.

No further action need be taken in the State of Utah pursuant to any statute regarding the assignment of accounts receivable in order to render effective the lien of the Mortgage, the creation or transfer of the Peabody Production Payment or the Assignment of Production.

No State or local mortgage recording tax, stamp tax, or other fees, taxes or governmental charges are required to be paid in the State of Utah (other than statutory recording and filing fees) in connection with execution, delivery, filing for record or recording of the Conveyance, the Mortgage, the Peabody Delaware Financing Statement, the Collection Agency Agreement, the Green River Financing Statement or the Non-Mining Deed, or in connection with the execution and delivery of the Note or in connection with any of the transactions referred to in this opinion insofar as they relate to the Subject Interests or the Peabody Production Payment.

8. The Note has been duly authorized, executed and delivered and constitutes a legal, valid and binding instrument enforceable in accordance with its terms and the holder of the Note is entitled to the benefits and security afforded by the Mortgage in accordance with the terms of the Mortgage and such Note.

9. The Non-Mining Deed has been duly authorized, executed, acknowledged and delivered and constitutes a legal, valid and binding instrument enforceable against Peabody in accordance with its terms.

10. The Assignment and Bill of Sale has been duly authorized, executed, acknowledged and delivered and constitutes a legal, valid and binding instrument enforceable against Peabody in accordance with its terms.

11. The Purchase Agreement and the Production Payment Agreement have each been duly authorized, executed and delivered and each constitutes a legal, valid and binding instrument enforceable against the parties thereto in accordance with its terms.

12. The Assumption has been duly authorized, executed and delivered, constitutes a legal, valid and binding instrument enforceable against Peabody Delaware in accordance with its terms, and Peabody Delaware has duly assumed all the liabilities and obligations of Peabody arising out of the provisions of the Conveyance, including, without limitation, such obligations under Sections 5.1 and 8.3 of the Conveyance, and the Assumption has been duly assigned by Peabody to Green River and, pursuant to the provisions of the Mortgage, has been duly assigned by Green River to the Trustees and the Missouri Co-Trustee.

13. The Undertaking has been duly authorized, executed and delivered by Peabody Delaware, Kennecott and Peabody and constitutes a legal, valid and binding agreement of Peabody Delaware, Kennecott and Peabody enforceable in accordance with its terms and Peabody Delaware has duly assumed all the liabilities and obligations of Peabody required to be assumed by Peabody Delaware under the Purchase Agreement.

14. The Guaranty has been duly authorized, executed and delivered by Kennecott and constitutes a legal, valid and binding agreement of Kennecott, enforceable against Kennecott (except for the provisions of Paragraph 8 thereof as to which our opinion has not been requested) in accordance with its terms and the Guaranty has been duly assigned by Peabody to Green River and, pursuant to the provisions of the Mortgage, has been duly assigned by Green River to the Trustees and the Missouri Co-Trustee.

15. The Collection Agency Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding instrument enforceable against the parties thereto in accordance with its terms.

16. No authorization, consent, waiver, approval or other action by any regulatory or public body, authority or department of the United States of America having jurisdiction with respect to the Subject Interests located in the State of Utah or the production of coal therefrom, or by any regulatory or public body, authority or department of the State of Utah or any subdivision thereof, is or was necessary in connection with the valid execution, delivery or performance of the Purchase Agreement, the Production Payment Agreement, the Loan Agreement, the Conveyance, the Mortgage, the Peabody Delaware Financing Statement, the Green River Financing Statement; the Note, the Collection Agency Agreement, the Assumption, the Guaranty, the Undertaking, or the assignments of the Assumption or the Guaranty to Green River or the Trustees or the Missouri Co-Trustee or in connection with the validity, legality or effectiveness of any such documents or instruments, except that certain approvals and qualifications should be obtained with respect to federal and state leases and federal prospecting permits included in the Subject Interests. For the purposes of this Paragraph 16, an authorization, consent, waiver, approval or other action relating to the Subject Interests or to the business of Peabody acquired today by Peabody Delaware shall be deemed not to be "necessary" (i) if the failure to obtain the same will not materially interfere with or impair the operation of such business in the State of Utah and will not materially detract from the value, or materially interfere with the present or future use, of any Subject Interest located in the State of

Utah or materially interfere with the production or sale of Coal therefrom or (ii) if the same relates to the operation of the Subject Interests located in the State of Utah, would not normally be obtained on or prior to the date hereof in connection with the usual operation of any of such Subject Interests and which we have no reason to believe will not be obtained in due course by Peabody Delaware. No opinion is expressed with respect to the applicability of the securities or "Blue Sky" laws of the State of Utah in any of the documents or transactions referred to in this Paragraph 16.

17. It will not be necessary in the State of Utah for Green River to (i) qualify as a foreign corporation; (ii) file any designation for service; or (iii) pay any franchise, income, sales, gross receipts, occupation, profits or other tax (other than *ad valorem* taxes) or file any return in respect of any thereof, in order to own and validly and effectively mortgage its interests in the Peabody Production Payment, or as a consequence thereof, provided that Green River does not engage in activities in said State other than the ownership and enjoyment of the Peabody Production Payment and the ownership and enjoyment of interests in other production payments, does not exercise its right to take Production Payment Coal in kind under Section 1.4 of the Conveyance and market such Coal in the State of Utah or does not take over the operation and control of the Subject Interests located in said State under the rights granted by the Conveyance or the operation and control of similar properties; except that in the event Green River receives income from the production of Subject Coal in Utah, it will be required to pay a Utah income tax and file a return in respect thereof. Such tax will be an addition to the Peabody Production Payment under Section 1.3 of the Conveyance.

18. It will not be necessary in the State of Utah for the Bank to qualify as a foreign corporation or for the Bank, the Trustees or the Missouri Co-Trustee to file any designation for service or pay any franchise, income, profits or other tax or file any return in respect of any thereof, solely by reason of the ownership of the Note by the Bank and the respective security interests of the Bank, the Trustees and the Missouri Co-Trustee afforded by the Mortgage and the Collection Agency Agreement.

19. During all of the transactions referred to above and immediately prior to the closing, Peabody and Kennecott were duly qualified to do business and were in good standing in the State of Utah. The qualification of Peabody Delaware was not required prior to the Closing in respect to such transactions. As of the Closing, Peabody, Kennecott and Peabody Delaware are duly qualified to do business and are in good standing in Utah.

20. The transfer of the Subject Interests to Peabody Delaware and the creation of the Peabody Production Payment and the conveyance thereof to Green River by the Conveyance do not require compliance with the terms of Article 6 of the Utah Uniform Commercial Code, commonly called the Utah Bulk Transfer Law.

21. The consummation of the transactions contemplated by the Purchase Agreement, the Production Payment Agreement and the Loan Agreement does not violate any anti-trust law of the State of Utah.

22. (a) We have not made or caused to be made, for the purpose of rendering the opinions contained herein, any examination of the title of any person to any Subject Interest nor have we made or caused to be made any examination as to the existence of any liens, charges or encumbrances against any Subject Interest or the Peabody Production Payment.

(b) Certain of the remedial provisions in the Conveyance, the Mortgage and the Guaranty may be limited or rendered unenforceable under applicable laws and judicial decisions in the State of Utah, but such laws and decisions do not, in our opinion, make the remedies provided in or contemplated by such documents inadequate for the realization of the rights, benefits and/or security provided thereby.

(c) The enforceability of the rights of the parties under the Production Payment Agreement, the enforceability of the rights and remedies of the Trustees, the Bank and the holder of the Note under the

Mortgage, the Note, the Collection Agency Agreement, the Guaranty and the Assumption, as well as the enforceability of the obligations of Peabody Delaware under Section 1.4, Article THIRD and Section 4.1 (insofar as 4.1 relates to Assigned Appurtenances, as defined in the Conveyance, and similar property) of the Conveyance, are subject to the effect of any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally.

(d) The provisions of Sections 1.4, 3.2F, 3.8 and 4.1 (insofar as Section 4.1 relates to the Assigned Appurtenances) of the Conveyance may not constitute covenants running with the land and may not bind successors or assigns of Peabody Delaware in the absence of an express assumption of such covenants by such successors or assigns.

In rendering the opinions expressed herein with respect to authorization (or ratification), execution, acknowledgment, delivery, enforceability and binding effect of the instruments specified above, we have, in each instance, assumed due authorization (or ratification), execution, acknowledgment and delivery of such instruments in accordance with the Certificates of Incorporation and By-Laws of the parties thereto and the laws of the States of incorporation of such parties and of the States of Delaware and New York, and the Securities Exchange Act of 1934; we have also assumed that each of said parties is duly incorporated, and in good standing under the laws of its respective State of incorporation and that each has the corporate power under such laws to enter into such instruments and to perform thereunder; and we have assumed the receipt by Peabody of the consideration to be received by it pursuant to the Purchase Agreement and the Production Payment Agreement and the receipt by Green River of the proceeds of the loan described in Paragraph III hereof.

Very truly yours,

BOYDEN-TIBBALS-STATEN  
*John S. Boyden*

SCHEDULE I

MORGAN GUARANTY TRUST COMPANY OF NEW YORK  
23 Wall Street  
New York, New York 10015

KENNECOTT COPPER CORPORATION  
161 East 42nd Street  
New York, New York 10017

PEABODY COAL COMPANY,  
a Delaware corporation  
301 North Memorial Drive  
St. Louis, Missouri 63102

GREEN RIVER COAL COMPANY  
807 Wilmington Trust Building  
Wilmington, Delaware 19899

C. CHESNEY McCracken and HAROLD PRUNER,  
as Trustees under the Mortgage referred to herein  
c/o Morgan Guaranty Trust Company of New York  
23 Wall Street  
New York, New York 10015

ST. LOUIS UNION TRUST COMPANY, as Missouri  
Co-Trustee under the Mortgage referred to herein  
510 Locust Street  
St. Louis, Missouri 63101

EXHIBIT 118B(8)



Rec'd  
10/27/78  
SMT

JOHN S. BOYDEN\*  
JOHN S. BOYDEN, JR.  
JOHN PAUL KENNEDY  
STEPHEN G. BOYDEN  
GEORGE J. ROMNEY  
F. BURTON HOWARD  
WAYNE OWENS\*

SCOTT C. PUGSLEY  
PAUL W. BOYDEN  
RALPH B. JOHNSON  
G. RICHARD HILL

OF COUNSEL  
J. STUART MCMASTER

\*ALSO ADMITTED TO WASHINGTON D.C. BAR

BOYDEN, KENNEDY, ROMNEY & HOWARD

LAW OFFICES

1000 KENNECOTT BUILDING

TEN EAST SOUTH TEMPLE

SALT LAKE CITY, UTAH 84133

801 521-0800

COALVILLE OFFICE  
MAIN & CENTER STREETS  
COALVILLE, UTAH 84017  
801 336-2020

October 24, 1978

Mr. Robert T. Coulter  
Indian Law Research Center  
1101 Vermont Avenue, N.W.  
Washington, D.C. 20005

Dear Mr. Coulter:


Since you refuse to furnish me with any specifics, I can answer only in generalities.

You may be sure that I have represented the Hopi Tribe for a good many years and have never represented any other client whose interests in the subject matter were adverse to the Hopi Tribe at the time of such representation. Nor have I ever represented the Hopi Tribe and a client with previous adverse interests without the knowledge and consent of both clients. I will be glad to furnish specific answers to any specific charges you care to make. If you are simply conducting a fishing expedition, you will have to enliven your bait.

Your reply is indeed surprising since you state that your previous letter is sufficiently specific to permit a fair opportunity to respond. If your research covers anything requiring an explanation, it should be relatively easy to at least furnish me with dates and matters involved to permit direct research and answer. You have asked me to cover some 12 to 15 years of voluminous office records to see if I can find something that may require explanation. I hope this does not exemplify your conception of fairness.

I note that you refuse to answer my question on a directly related circumstance concerning your motive in this matter.

Yours very truly,

  
John S. Boyden

JSB/mb

EXHIBIT 118 B (9)

Peabody

C-EI-EGS-7-78(b)

United States Department of the Interior

OFFICE OF THE SECRETARY  
OFFICE OF AUDIT AND INVESTIGATION  
CENTRAL REGION  
1841 Wadsworth  
Lakewood, Colorado 80215



June 28, 1978



Memorandum

To: Area Director, Phoenix Area Office  
Area Director, Navajo Area Office

From: Regional Audit Manager

Subject: Coal lease 14-20-0603-9910 between Peabody Coal Company and Navajo-Hopi joint tribal interests (Black Mesa lease) and 14-20-0603-8580 between Peabody Coal Company and the Navajo Tribe (Kayenta lease).

Pursuant to a request from Geological Survey, we have completed an audit of royalties paid by Peabody Coal Company on coal mined under the subject coal leases. A copy of the audit report is enclosed for your information.

During the audit, certain aspects of the coal leases were deemed to be of sufficient import that they should be brought to your attention. First of all, even though the coal that is mined under these two leases comes from the same geographical region, the royalties collected on the coal are not equivalent. The difference is due to the way the two leases are written. The Black Mesa lease stipulates that royalty rates of 6.67 percent and 5.33 percent (depending on whether the coal is sold and utilized off or on the reservation) will be applied to the monthly gross realization. Gross realization is defined as gross sales price at the mine site without any deductions. Under this arrangement, as gross realization increases, total royalties due also increase.

The Kayenta lease, although it is also based on the gross realization method, has a much different arrangement and considers increases in gross realization only up to a certain point. Royalties due under this lease are based on predetermined charges applied to a graduated scale of average monthly gross realization values as set forth below:

Average Monthly Gross Realization

	<u>\$4 or more</u>	<u>\$5 or more</u>
	<u>per ton but less</u>	<u>per ton</u>
<u>Less than</u>	<u>than \$5 per ton</u>	
<u>\$4 per ton</u>		

Sold & utilized off the reservation	25¢	30¢	37½¢
Sold & utilized on the reservation	20¢	24¢	30¢

130/78  
Chairman  
Vice Chairman  
Executive Director  
Tribal Secretary

EXHIBIT 118 B(10)

It is obvious from the above schedule that once gross realization exceeds \$5 per ton there will be no further corresponding increase in royalties. This is precisely what is occurring; in February 1977, the gross sales price of coal mined on the Kayenta lease and sold to the Salt River Project (SRP) (utilized on the reservation) increased from approximately \$3.09 per ton to approximately \$5.72 per ton with a corresponding increase in royalties from 20¢ per ton to 30¢ per ton. Since that time, the price of coal sold to SRP has increased to over \$6.50 per ton without any corresponding increase in royalties. Regardless of how much the price of the coal increases, under the current royalty provisions, there can not be any increase in royalties until February 1984, when the lease terms allow for renegotiation of the royalty provisions. Currently, the majority of the coal mined on the Black Mesa lease is sold to the Southern California Edison Company (SCE) (utilized off the reservation) at a gross sales price of over \$7.00 per ton and consequently yields a royalty of approximately 47¢ per ton. In contrast, coal mined on the Kayenta lease is sold to the SRP at a gross sales price of over \$6.50 per ton and yields a royalty of 30¢ per ton. During calendar year 1977, the Navajo Tribe would have collected additional royalties in excess of \$1,000,000 from the Kayenta lease if the Black Mesa lease royalty rate of 6.67 percent (which was applied to sales to SCE) would have been used instead of the predetermined rate from the above schedule. It must be noted that royalty provisions of the Black Mesa lease differentiate between coal sold and utilized off and on the reservation. Coal sold to the SRP is utilized on the reservation and under Black Mesa lease terms would require royalty payments of 5.33 percent, not the 6.67 percent as used above. We have used the 6.67 percent only to point out the difference in royalties received from the two leases even though the coal is produced in the same geographical area and is approximately the same quality. However, even using the 5.33 percent, there would have been additional royalties of approximately \$482,000.

It is interesting to note that from May through December 1977, additional large amounts of coal were mined on the Kayenta lease and sold to the SRP. These collateral purchases were made ostensibly to stockpile coal in anticipation of a forthcoming coalminer's strike. Peabody Coal Company delivered 743,687 tons of additional coal at a price of about \$18 per ton for a gross realization of \$13,237,503. Royalties collected on these deliveries amount to \$223,106 (743,687 X 30¢) or an effective royalty rate of 1.66 percent of the gross realization of the coal ( $\$223,106 \div \$13,411,537$ ).

Notwithstanding the disparity between the two coal leases in terms of royalties received, neither of the lease royalty rates accurately reflect or compare with current rates in effect. Since August, 1976, all coal leases issued on Federal lands have stipulated rates of 8 percent and 12½ percent of gross realization for underground mining

and strip mining, respectively. Stated differently, the best rate of the two leases is only a little more than half of what the Government is receiving from new strip mining coal leases.

Based on the apparent inequitableness of the royalty rates, not only between the subject coal leases but also as these rates compare to royalty rates included in new Federal coal leases, we believe it would be in the best interest of the Navajo and Hopi Tribes that an attempt be made to amend these coal leases as soon as possible. The Kayenta lease does not allow adjustments to the lease until February 1, 1984 while the Black Mesa lease doesn't include any type of an adjustment prerogative. However, despite this lack of renegotiation authority, in our opinion, this is an appropriate time for BIA to exercise its trust responsibility and attempt to have these leases amended with a view towards ameliorating the existing royalty rates. The reason for this presumption is that Peabody Coal Company in June 1976, and February 1977, renegotiated its two coal supply contracts with its respective utility companies thereby increasing the sales price of its mined coal. More importantly, the renegotiated contracts allow Peabody to pass along to the utility companies any increases in production costs, including royalty increases. Stated differently, a request for a royalty rate increase for the Tribes would have no economic impact on Peabody's operations since increased royalties would merely be included in the sales price of the coal sold to the utility companies.

Recommendation

We recommend that BIA take whatever steps necessary to ensure that renegotiation proceedings are initiated between Peabody Coal Company and the Tribes with a view towards increasing existing coal royalty rates to a more realistic and equitable level.

*Delbert J. Frisker*

cc: Chief, Conservation Division,  
Geological Survey  
Director, Trust Responsibilities,  
Bureau of Indian Affairs  
Honorable Peter McDonald, Chairman  
The Navajo Tribal Council  
✓ Mr. Abbott Sekaquaptewa, Chairman  
Hopi Tribe

Enclosure

EXHIBIT 118B (12)

118B(12)

COFY

H O P I I N D E P E N D E N T N A T I O N

SHUNGOPAVY VILLAGE  
SECOND MESA, ARIZONA

SEPTEMBER 23, 1968

MR. LYNDON B. JOHNSON  
PRESIDENT OF THE UNITED STATES  
THE WHITE HOUSE  
WASHINGTON, D.C.

DEAR SIR:

On behalf of Hopi Hereditary Chiefs and Traditional Religious Associates in Hopiland, I, Ralph Selina, Spokesman for Shungopavy Village Chief, personally invite you or your official Representatives from The White House to be present at our GATHERING OF HEREDITARY CHIEFS AND RELIGIOUS LEADERS to be held in Shungopavy Village on Saturday September 28 and on Sunday 29, 1968.

Because of our Ancient Knowledge of prophecies and Spiritual Instructions taught our first great Hopi and other Tribal Leaders in this land by the Great Spirit, MASSAWU, our present Hereditary Leaders felt the time has come to bring this Ancient Knowledge to all those who seek and desire real Peace. And because our Hopi (Peaceful) Way of Life and Land is in serious danger of being destroyed and our highest Chiefs and Religious Leaders are being ignored by your employees and some of our own Hopi young men who are employed by your office in various agencies and when we see all around us trouble breaking out it is time that we bring this knowledge to all people as it was done prior to destruction of another world in the ancient time which we are fully aware of today. You desire Peace. You are the highest Leader of your people. It is time you come to sit down with our highest Hopi Leaders who know the Instructions from the Great Spirit. This must be done now before we bring upon our children terrifying destruction of our homeland and of all life on this Mother Earth.

This invitation is also extended to all Indian Tribal Leaders in this land. I especially extend this invitation to all New Mexico Pueblo Leaders, Tribal Leaders in Arizona and our neighbors, the Navajo Tribal Leaders. It is our Leaders' desire that all people who are sincerely seeking human understanding and real Peace among all races of people to attend this very important meeting in Hopiland.

Sincerely yours,

*Ralph Selina*

Ralph Selina

(Spokesman for Shungopavy Chief)

cc: Tribal Leaders  
Radio Stations  
Newspapers

EXHIBIT 118C(1)

## Hopis write LBJ secret about peace

SHONGOPAVI — One faction of Hopi tribal leaders here claims to know the secret of peace and wants to share it with President Johnson.

In a letter to the nation's chief executive, the Hopi hereditary chiefs and traditional religious associates in Hopiland have invited Johnson to attend a "gathering" here tomorrow and Sunday.

The hereditary chiefs group does not represent the official Tribal Council.

THE LETTER from Ralph Selina, a spokesman for the group, stated:

"Because of our ancient knowledge of prophecies and spiritual instructions taught our first great Hopi and other tribal leaders in this land by the Great Spirit, Massawu, our present hereditary leaders felt the time has come to bring this ancient knowledge to all those (who) seek and desire real peace.

"AND because our Hopi peaceful way of life and land is in serious danger of being destroyed and our highest chiefs and religious leaders are being ignored by your employes and some of our own Hopi young men who are employed by your office in various agencies, and when we see all around us trouble breaking out, it is time that we bring this knowledge to all people as it was done prior to destruction of another world in the ancient time which we are fully aware of today."

"You desire peace," the letter continued. "It is time you come to sit down with our highest Hopi leaders who know the instructions from the Great Spirit.

"This must be done now before we bring upon our children terrifying destruction of our homeland and all life on this Mother Earth."

RALPH SELINA =  
HOPI INDEPENDENT NATIONAL SHONGOPAVY VILLAGE SECOND MESA  
VIA CALLUP MEX =  
PRESIDENT JOHNSON HAS ASKED US TO THANK YOU FOR YOUR INVITATION  
FOR HIM TO ATTEND THE MEETING THIS WEEKEND AT SHONGOPAVY VILLAGE  
AND TO EXPRESS HIS REGRETS THAT HIS SCHEDULE WILL NOT PERMIT HIM  
TO ACCEPT =

STEWART L. UDALL SECRETARY OF THE INTERIOR =

OFFICE TELETYPE UNIT  
TELEGRAM

01053

738P EDT

(L 01053 SY 4562) PDB FAX WASHINGTON DC 27 541P EDT

EXHIBIT 118C (2)

(CCFY) H O P I I N D E P E N D E N T N A T I O N

SHUNGOPAVY VILLAGE  
SECOND LESA, ARIZONA

OCTOBER 2, 1968

R. LYNDON B. JOHNSON  
PRESIDENT OF THE UNITED STATES  
THE WHITE HOUSE  
WASHINGTON, D.C.

Dear Sir:

Thank you for your Telegram of Sept. 27th. We regretted very much that you could not be able to come and meet with our Highest Hopi Leaders and religious Headmen at this time. Because we who are initiated Hopis know the Ancient Prophecies and Religious Instructions concerning all life in this land your people called Americas, and because mankind now faces dreadful disaster in the near future, our Highest Black Bear Clan Hereditary Chief is anxious that you make arrangement to meet with him as soon as possible.

As to the meetings held the past week-end I make this report with full knowledge and consent of our Village Chief. The meeting was called and invitations were sent out to all people, Hopis, other tribal leaders and white people. Many did come. Both Indians and non-Indians came from state of Washington, California, Nevada, New Mexico and Arizona. The meeting went along fine on the first day which was held outdoors in the morning. In the afternoon it was held in one of the Kivas. Many white people came including some called Hippies. They did not cause any disturbance or trouble. Neither the other white people. But on the second day some of our own Hopi government employees and those who felt that white man should not attend these meetings took it upon themselves and called on the Keams Canyon Agency and Police to come and attempt to stop our peaceful and religious meeting. They kept on interfering with the speakers and created such disturbances that the meeting had to ~~end~~ end at noon on Sunday. All the Agency Police were there but make no effort to stop them from interfering with the speakers.

Two Hopi brothers from Hotevilla Village both seemed to be under the influence of liquor and at the behest of Peter Nuvansa of Shungopavy village who continue to present himself as a Chief when he is not, did called the speakers, trouble-makers, liars and did everything to DISRUPT the meeting. It appears to all those present that Peter Nuvansa, Saul and Charlie and other members of the Shungopavy village called the Police and State Highway Patrols from Holbrook to come on the Traditional Village to support those few Hopis who tried to stop the meeting of the Hopi Traditional and Religious Leaders with other people. Our Interpreter was called a liar and many speakers were unable to complete their expression on religious matters. Our Interpreter told us that you have Constitution which said there should be or must be Freedom of speech assembly and expression of opinions and worship. But these young men with the help of Police tried to suppress this meeting.

Because of these uncalled for actions on the part of some of your Government employees and some of our educated Hopi people our Highest Hopi Leaders and all those who were at the meeting urgently call on you to take immediate step to stop those who continue to interfere with our free assemblies and free speech. You wage war in foreign countries to stop such dictatorial actions yet you seemed to allow such to happen in this land, in our own homeland, by your government employees. (over)

We will follow this report up with full report as soon as possible. Our Hopi Leaders are being ignored, ridiculed and pushed around by these young educated Hopi men, some members of the so-called Hopi Tribal Council and members of your government employees. They interfere with the village life of our people. Our Leaders demand that they be stopped or moved into towns which they want and let us live in peace and follow the way of life laid down by the Great Spirit.

Sincerely yours,

EXHIBIT 118C(3)

(SIGNED)  
Ralph Solina

DXT 196

HOPI  
INDEPENDENT INDIAN NATION  
BOX 174  
HOTEVILLA, ARIZ. 86030

July 1.5,1970

The United States  
Indian Land Claims Comm.  
Washington ,D.C.

Dear Gentlemen;

We, the Hopi Independent Nation wish to call your attention and the world, to your decision to pay the Hopi Indian Tribe for the aboriginal use and ownership of the approximately 44 million acres of land in northern Arizona. The acres use of which the Hopi Indians did not received payment.

We the Hopi Indian Nation did not at any time file the claim for compensation for our land in the land claim department. Much we regret that our honorable name has been shamelessly used.

I and the leaders behave of our people those who are still following the instructions of the Great Spirit, to beware and aware of this kind of forceable attempts, which will in time, will lead the Hopi Nation to gradual genocide, the cultural.

We, the first people set foot upon this continent and is our hereditary by rights, and for who are following the instructions of the Great Spirit the Creator.

The 44 million acres of land you recognized as aboriginal land of Hopi is an error, for our ruins and rockwritings testify, throughout the country. The land you recognized is only human invention, the boundary in which Hopi is permitted to is made by far superior than man made boundary the Great Spirit, that you fail to recognize. On these ground we reject and will not recognize your good will compensation offer, for inner layers are very clear.

We know much, the people who form this organization, defies the laws of the Great Spirit, knowingly formed illegal means of ways, inspite desapproval from the leaders. There claim to in representing the whole Hopi Tribe, the fabrication a tool to use for their own gain. We have no representative in their organization, therefore we are not subject to their forceable offerings. so-called "Hopi Tribal Council!"

Sincerely

*Katchongva*  
Chief Katchongva  
for-Hotevilla Independent  
Village

copy to-  
Hon. Senator G. McGovern  
Hon. Walter Hickle  
The "Hopi Tribal Council!"  
Tradition Ind. Land & Life  
U.S. and World Press

and- who interested in Hopi. : 2 42 PM 24 JUL 70

INDIAN CLAIMS  
COMMISSION

EXHIBIT 119



16/70

*Handwritten signature*

Mishongnovi, Arizona

15 July 1970

TO: The United States Indian Claims Commission  
Washington, D.C. 20510

Dear Commissioners:

We have read in the Navajo Times, Hopi Action News, and other news papers, of your decision to recognize the Hopi Indian Tribe's Claim to the aboriginal use and ownership of approximately 4.4 million acres in Northeastern Arizona.

We, the Traditional religious leaders and Chiefs of the Hopi Indian Nation want you to be informed of our united view which is as follows:

1. The Hopi tribal council which submitted this so-called Hopi tribal land claim to your Commission does not and never has, represented us, the Hopi traditional chiefs and our people and our villages. The Hopi tribal council has no authority as far as the Hopi original aboriginal land is concerned. We, the Hopi traditional chiefs, have this authority and we have never and will not recognize the so-called Hopi tribal council to be the government of the Hopi people.

2. We, the Hopi traditional chiefs, will not accept any land settlement wherein the United States government will pay us for our land. This is against our traditions and religious beliefs. Therefore, this decision by your Commission is unacceptable to us and our people and our villages.

3. The so-called Hopi Indian Tribal claim as submitted by the so-called Hopi tribal council through its attorney, Mr. John Boyden, is therefore illegal. It is, further, only a small portion of our true original aboriginal land area.

We, the Hopi traditional chiefs are now working on what we consider to be our true original aboriginal land area prior to the establishment of these United States. At the proper time, we will submit this to the Congress of the United States. ~~XX~~ Therefore, we respectfully ask that all consideration on the so-called Hopi tribal land claim stop and no further consideration be given to it.

*Starli Lomayaktoxa*  
Chief: Mishongnovi village

*Claude Kewanyama*  
Chief: Shungopavi village

*Maria Sausa*  
Chief: Old Oraibi village

Witness: Rev. Fred A. Johnson  
Box 40  
Oraibi, Arizona 86039

11:01 AM 02 JUL 01

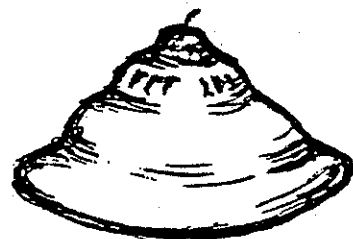
INDIAN CLAIMS  
COMMISSION

EXHIBIT 119A



# HOPI INDEPENDENT NATION

HOTEVILLA, ARIZONA 86030



DAN KATCHONGVA  
Chief

c/o RALPH TAWANGYAWMA  
Counselor

MRS. CAROLYN TAWANGYAWMA  
Interpreter

NONNIE S. SKIDMORE  
Corresponding Secretary  
to Chief Dan Katchongva  
741 Sixth Street  
Phone: (602) 445-6184  
Prescott, Arizona 86301

To the Honorable Chairman,  
Indian Claims Commission,  
Washington . D.C.

January 3<sup>rd</sup> 1971 E.A.

Dear sir:-

I'm asking my Secretary, through my interpreter , to give to you my thoughts as well as thiers, as to your actions as Head of the INDIAN Claims Commission. E.L.Wilkerson and JOHN F, BOYDEN, the Lawyers have made millions of dollars representing traitorous INDIANS, who CLAIM they represent their TRIBES . In our case Mr. Boyden was responsible for setting up the so called HOPI TRIBAL COUNCIL over the objections of the Traditional Village Chiefs, who were also the religious leaders. Mr. Boyden made himself over one million in cash I ! ...then another \$200,000.00 check, paid to him by the Traitorous Hopi's who were put on the Council ! ! It is against our religious instructions, given to us by the Great Spirit, Massau , to SELL or GIVE or LEASE our Mother Earth to ANYBODY.

We KNOW that our True White Brother will arrive soon with the Sacred Stone Tablets. He will bring on Purification Day. Few will be left alive for their wrong doing. We made four migrations, thousands of years ago.. to the North , South, East, and West ... claiming all the land for Massau and our True White Brother , who is to come. So we ask, " How can YOU and YOUR INDIAN CLAIMS COMMISSION pay Indian Tribes hundreds of millions of dollars for land that is not theirs to sell?"

We, the Hopi Traditionalists claimed it first, Hopi never fought a war, to lose our Sovereignty, Hopi never signed a Treaty to relinquish our Claim for the GREAT SPIRIT .... so WE ARE a SOVEREIGN NATION under my leadership . I Chief Dan Katchongva, hold AUTHORITY over ALL OTHERS.

The fact of the matter is that by your Claims Commission paying money to the tribes for lands taken (stolen) by the Government years ago ..... proves ALL Lands of AMERICA STILL BELONGS to the INDIAN TRIBES and ~~Especially~~ to the HOPI specifically.

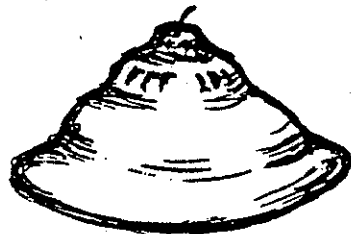
I CHIEF DAN KATCHONGVA, ask you th stop paying any more so called claims on the lands, all payments to ANY TRIBES for land settlements are NUL and VOID..... as WE the FAITHFUL HOPI want no money for our MOTHER EARTH, and will sell at no price.... whatever may come.

EXHIBIT 120a



# HOPI INDEPENDENT NATION

HOTEVILLA, ARIZONA 86030



DAN KATCHONGVA  
Chief

page # 2

c/o RALPH TAWANGYAWMA  
Counselor

MRS. CAROLYN TAWANGYAWMA  
Interpreter

NONNIE S. SKIDMORE  
Corresponding Secretary  
to Chief Dan Katchongva  
741 Sixth Street  
Phone: (602) 445-6184  
Prescott, Arizona 86301

We HOLD ALL the LAND on THIS EARTH to be "SHARED in COMMON" after PURIFICATION DAY to those who are left..... Under our TRUE WHITE BROTHER .

You are hereby notified not to offer any more money for INDIAN LANDS cooked up by traitorous indians called TRIBAL COUNCILS, who were set up by WHITE lawyers and the B.I.A. to make money! !

A copy of this letter is being saved to give to our TRUE WHITE BROTHER when he arrives SOON with GREAT POWER. I CHIEF DAN KATCHONGVA know that if you are not interested now ..... you will be plenty interested then , inwhat I say to YOU..... BUT TOO LATE ! ! !-

Enclosed is a copy of HOPI PROPHECY .... so that You and the Commission Members are informed and without excuse of this KNOWLEDGE.

That is all ,

Chief Dan Katchongva

by Nonnie S. Skidmore

*Nonnie S. Skidmore*

EXHIBIT 120b