Bar of California. I am also a member of the American Board of Arbitrators, I am past President of the Desert Bar Association and served for seven years on its Board of Trustees. Currently I am the attorney for the Association of Conservators, Guardians and Allottees of the Agua Caliente Indian Lands and Estates.

In order for this Committee to fully comprehend the factual and legal conditions that exist at the present time, which conditions will be affected by any future legislation, it is necessary, initially, to review the history of the Agua Calientes and the Congressional enactments and Department of Interior policies which have effected them.

Congress by the Act of March 2, 1917 (*39 Stat 969, 976*) "authorized and directed" the Secretary of the Interior to proceed to cause allotments in severalty to be made to members of the Agua Caliente Reservation. Approximately twenty-eight (28) years later the Interior Department had no membership roll of the Agua Caliente Band of Mission Indians, although it had been the Trustee of approximately thirty thousand (30,000) acres for over fifty (50) years. Following one of the severest chastisements ever handed down by the Supreme Court of the United States in *Arenas vs The United States 137 F 2d 199 Reversed and* ***Remanded 322 US 419; United States vs Arenas, 158 F 2d 730 Certiorari denied 331 US 842*** **the Interior Department still did not carry out the full mandate,** for it allotted only forty-seven (47) acres of land to some Indians thus leaving **thousands upon thousands of acres unallotted but nevertheless in Trust.**

As a grand gesture to recover some prestige with its Indians and the public, the Interior Department in 1949 requested and received consent of Congress to lease land on a five (5) year basis. What thoughtlessness and lack of planning went into this request is unknown. It was a definite lack of planning and thought for the Trust land was surrounded by improved non-Indian land. If *any* inquiry had been made as to whether any substantial improvement would or could be practical for residential or commercial purposes on a five (5) year basis, without option, any person with normal intelligence would have answered in the negative. Yet the Interior Department proudly declared this is progress, but nevertheless continued its practice of granting thirty (30) day permits thus encouraging and increasing the slum area theretofore developed by the Bureau on Section 14 in the heart of the City of Palm Springs.

By this proud act of allowing five (3) year leases, the Interior Department gave birth to other evils which later became a problem for itself, the Indians, and all other persons connected with Indian lands. One of these evils was the so-called "outside agreements." Who conceived them is unknown but the result of them is known. The Interior Department and the Bureau can explain them more readily than the presenter of this explanation, for the Interior Department, through its Probate Section approved such "outside agreements" but later withdrew its approval.

Because of the schedule and method used by the Interior Department to allot the forty-seven (47) acres, gross inequities occurred. Again, at a great cost for the individual Indian, it was necessary for the Courts in the case of the *United States vs Pierce, 235 F 2d 885*, to declare the Bureau had been unequitable and mandated the Interior Department to equalize the allotments, not on an acreage basis but on a dollar basis. The Interior Department did not know how to so equalize and was incapable of following the mandate or desired that someone else carry the burden for eventually, and in 1959, Congress passed the Equalization Act.

Having discovered belatedly the five (5) year leasing plan was completely ineffectual, the Interior Department blundered again. It proposed to Congress that authorization be granted to lease the Indian lands in the Palm Springs area for twenty-five (25) years with an option to renew for twenty-five (25) years. The Interior Department, through the Bureau, then promulgated a policy that the leases could not be given on a twenty-five (25) year basis with rights, rents and privileges consistent with the twenty-five (25) years, but the leases had to be re-negotiated as to rent each five (5) years. Commercially and practically, this was not feasible for anyone placing improvements on the leased land could be displaced at the end of any five (5) year period by the Interior Department demanding too high lease rental. Again the plan of a twenty-five (25) year lease with an Option of twenty-five (25) years went to naught by the lack of due study or any study and consideration by the Interior Department. By this time some officials should have understood that 3,000 miles away from an active real estate area is too far to know the commercial pulse of the area. Again, the Indians