

Lake area be made an executive order reservation, indicating that the area had religious significance to them and that the proposed reservation "could be a good thing to do" because the Government could then prohibit the "improper and immoral" ceremonies he had heard the Indians conducted (exhibit 18). The Commissioner advised that the board had no power to establish the proposed reservation (exhibit 19).

Nevertheless, the Pueblo offered to waive its right to \$297,684.67 for loss of land in the town of Taos if the board could obtain for it the "entire watershed" of the Rio Pueblo (exhibit 20). The board failed to recommend payment of that compensation or transfer of the Blue Lake area. The Indians, however, kept trying to obtain the land; they were unsatisfied with monetary compensation.

As a result of the Pueblo Lands Board decision, Dudley Cornell, the Pueblo's attorney, contacted the Forest Service and was advised that the Indians could obtain "the exclusive use of the area" by a cooperative agreement with the Forest Service. (Hearings before the subcommittee of Committee on Indian Affairs, U.S. Senate, 71:2, p. 10909). (Exhibit 21.) Mr. Cornell then prepared such an agreement on the basis of a draft submitted by the Forest Service, and the agreement was signed under date of September 28, 1927 (exhibit 22). The cooperative agreement did not give the Indians "exclusive use" of the Blue Lake area; the Pueblo instead received exclusive grazing and timber rights and exclusive use for only 3 days in August for the Blue Lake ceremonies. Visitors to the area could enter with permission granted by the Forest Service alone.

The description of the area covered by the agreement was furnished by the Forest Service. The description fixed the east boundary "by a line one-half mile east of Pueblo Creek" and gave the included area as "approximately 31,000 acres". The Forest Service's description excluded Witt Park and Apache Springs, and thus clearly diminished the rights of the Pueblo as recognized by the Forest Service before 1918. Yet neither the Indians nor the Indian Service realized that the east side of the watershed was not covered by the cooperative agreement. The agreement was not reviewed or approved by the Indian Service before the Pueblo signed it, and the Indians were not aware that the agreement did not cover the entire watershed until long afterward. A letter dated December 15, 1927 (exhibit 23), to the Commissioner of Indian Affairs from the special attorney for the Pueblos stated that the agreement had been "recently made between the Department of Agriculture through the local Forest Service office and the Pueblo of Taos" and indicates the attorney's assumption that the agreement covered the entire "Blue Lake region", which he stated had long been desired by the Indians for religious purposes. He also pointed out that "a few of the Taos Indians * * * still feel that this land is rightfully theirs and that the same should have been set aside to them without restriction but I believe that the more intelligent of them realize that this agreement is the most that they could hope for and are satisfied with it."

It is not clear whether the description in the cooperative agreement was the result of a deliberate attempt to deprive the Pueblo of rights to Witt Park and Apache Springs, or was a result of confusion. Before September 6, 1927, the Forest Service had furnished Superintendent McCormack of the Northern Pueblos Agency a description