

**The United States District Court
for The District of Montana
Great Falls Division**



Clerk, U.S. District Court
District of Montana
Great Falls Division

**Enrolled Members of the
Blackfeet Tribe
aka Treaty Status Indians**
*(Modern day descendants of
the full blood community of Pikuni Indians)*

**Pro Se
Plaintiffs,**
v.

CV-15-92-GF-BMM-JTJ

Thedus Crow

Defendants

Motion for Leave to File Amended Complaint

Introduction

Pro Se Plaintiffs, Enrolled Members of the Blackfeet Tribe aka Treaty Status Indians *(Modern day descendants of the full blood community of Pikuni Indians)* **respectfully moves the Court**, pursuant to **Rule 15** of the Federal Rules of Civil Procedure, for **Leave to file an AMENDED COMPLAINT** to **CV 15-92-GF-BMM-JTJ**, a copy of which is attached hereto.

The **new complaint** maintains the counts and allegations against the same Defendants (**Thedus Crow**) from the **original complaint**, but accounts for the **significant factual and procedural developments** that **have occurred since the original complaint** was filed in **October 2015**.

Defendants were provided an **advance copy** of the proposed **Amended Complaint**. As of the time of **filing February 12, 2018** **Defendants had not consented to the filing**. Accordingly, **Plaintiffs'** seeks the **Court's Leave to Amend** that should be **Granted** for the **reasons** set forth below.

STATEMENT OF FACT

On October 2015, Pro Se Plaintiffs, Enrolled Members of the Blackfeet tribe aka Treaty Status Indians (*Modern day descendants of the full blood community of Pikuni Indians.*) filed an original complaint under real property in the Great Falls Division of the US District Court for the District of Montana for a legal verification to establish Legal Standing and Original Title to the Blackfeet reservation for Enrolled Members according to the Blackfeet Treaty of October 17, 1855 (11 stat. 657). The Plaintiffs also want the Tribe to keep for the Membership all Ownership rights for the Water delivery system on the reservation and Federal Decreed water rights for all Blackfeet waters. These demands for relief are for Legal and Financial Injury directly connected to keeping the Legal Rights and Privileges embedded in both Treaty status and Federal Indian status. A lost of Ownership of Tribal assets in any form is a direct Legal Injury to the Plaintiffs' as Part Owners of the Blackfeet reservation. .

A Motion for Leave to file an Amended Complaint to CV 15-92-GF-BMM-JTJ is a preemptive legal procedure that is necessary to identify New Facts and correct all Legal Propositions and Omissions.

Among these New Facts are the Special Tribal Elections for the Indian Termination Act known as the New Blackfeet Constitution and the Blackfeet Water Compact. Both documents change the Legal Definitions for Tribe and Tribal Member which intrude and diminish Tribal Inherent Sovereignty.

The Special Tribal Election for the New Blackfeet Constitution (a Termination Act) was a Federal Trustee Interior Department sanctioned Secretarial Election. It was defeated at the ballot box, reaffirming the legitimacy of the Blackfeet tribe's organic documents (Blackfeet Treaty of 1855, (48 stat. 984, Section 16 (1934) , Blackfeet Corporate Charter (49 stat. 378 (1935), Plan of Operations (Tribal resolution 45-64), Code of Ethics (Tribal resolution 88-2004) and the US Constitution).

In CFR 25, Indians, Section 16 Tribal Organizations, is the Fiduciary duty and Trust responsibility done by Interior Department to prevent the misappropriation or theft of Tribal money, change of titles to Tribal properties and official misconduct for private enrichment are described in the Manner of Review section for Indian Reorganization Act (IRA) tribes. The Manner of Review language in the 1934 Blackfeet Constitution is Article 6, Section 2.

Another protection that is never used for Tribal business deals is the language that says all deals over \$10,000 need to be passed by a Tribal Referendum Election by the majority of eligible voters. According to Article 7 of the Blackfeet Procedure of Adoption, Certificate Adoption requires the BIA to uphold the Blackfeet Constitution and Corporate Charter. The BIA must also enforce the indebtedness rules which say the BTBC can not exceed \$100,000.

A list is included that identifying all BTBC loans that are over \$100,000. A Blackfeet Tribal Court decision No. 2005-ca-153 for a Petition for Injunctive Relief-Amended (Plaintiffs seek Relief) is an example of a BTBC loan over \$100,000. A packet of all existing rules that are being violated or are not followed by the BTBC are included in this letter.

The Special Tribal Election for the Blackfeet Water Compact was a Blackfeet Tribal Referendum Election. This type of Tribal Election violated the voting rights of Eligible Tribal Members living

off the reservation because **Water** is a **Treaty Right** and these **disenfranchised Members** had the **legal right** to vote on **any changes** to the **Blackfeet Water Right**.

The **2017 Article 9, Referendum Election** required a vote tally of **4570 members** which is **1/3 vote** of the **eligible voters**. The **Tribal Referendum Election** for the **Blackfeet Water Compact** (Tribal resolution 152-2017) **did not meet the 1/3 vote requirement** because the **vote total** were **2525** members (1894 yes votes and 631 no votes). The **1998 4 year Staggered Term Interior Department Secretarial Election** in had a **voter total** of **833** (593 yes votes and 240 no votes). The **Staggered Term Election** was a **mail-in voting** and **did not have voting polls** on the reservation. The **vote tally** for the **2017 Interior Department Secretarial Election** for the **New Blackfeet Constitution** was **2923** (1644 no votes and 1279 yes with **883 yes votes** were **off reservation votes**) and it **had voting polls** on the reservation.

In the **Modern Era** of **Membership protest** and **petitions** opposing the **Blackfeet Tribal Government Staff** began with the **passage** of the **1934 IRA** (**Contract by Fraud** because the authors **eliminate all Stockholder rights** and **Membership owner rights**). **Dozens of Member signed Petitions** for the **removal** from the **Tribal Council** for **theft** from the **Tribe** have been **submitted** and **registered** by **BIA officials** employed at **Blackfeet Agency**. The **Modern Era** of **Election Fraud** done by **changing** the **total vote** by **hand count** or by **voting machine** to **reward special interests** and **private parties** who are **political actors** participating in today's **criminal conspiracy**.

Blackfeet Water Compact violations are **No litigation case document**, **hiding documents**, **secret meetings** and **No Tribal Member amendment process** that would **address** topics and changes to **protect the Treaty right** and **make money** for the **Tribal Members**. Many **Tribal Members** were **mislead** into **believing they would get a per capita payment** for **voting for the Blackfeet Water Compact**. The **Tribe's Legal Counsel** and **Staff** **did not tell** the **Membership** that their **vote** would **not get a financial benefit** for **Tribal Members** (**Water Compact section 17 subsection. J- No Portion** of the **trust fund will be given** to the **Membership**). Lastly, the **Water Rights ballot language** **did not differentiate** "what part" was the **Water Rights Settlement Act** and "what was" the **Blackfeet Water Compact** with the **State of Montana**.

The **Injury** to the **Enrolled Members** of the **Blackfeet tribe** aka **Treaty Status Indians** (*Modern day descendants of the full blood community of Pikuni Indians*) as **Part Owners** of the reservation **happens when** the **Defendant(s)** **take away Membership** and **Stockholder ownership** of **Blackfeet Corporate assets** as **described** in the **Tribe's organic documents**. The **legal Injury** is **clear** and **quantifiable** because there is **No financial benefit** as the **Legal Signatory** for **modifying Blackfeet Water Right**. In addition to this **legal injury**, **giving away Tribal assets** like the **Water Right** for **Nothing** is **against Blackfeet Oral history** which says the **IRA Blackfeet Corporation** known as the **Mootakanikasim (the wheel)** is **suppose to pay** to the **Members money** from **each Tribal asset** generating **yearly** or **one time income**.

Presently, the **BTBC** makes a **bank loan** for a **made up** (arbitrary) **per capita payment** that is **not connected to Tribal income assets** or **awards**. **All these matters** require **criminal prosecution** and a **Federal government audit** on both **historic** and **present day Tribal finances**, **land** and **tribal organization property titles** and the **Tribal enrollment roll** so all **fraudulent practices** are **retired** from **Tribal government** and the **legal rights** of the **Tribal membership** are **protected** as **Part Owners** of the **Blackfeet reservation**

Hurting efforts to **change parts** of the **Blackfeet Water Compact** is an **amendment** to **Tribal**

Ordinance 67 no. 7-2010 that **prohibit** free speech, the distribution of educational handouts, the press, assembly and associations by making slanderous or libelous statements, allegations of threat, slanderous material, false innuendos or misleading statements that harm, discredit or expose a **Council member** to hatred, ridicule or contempt a **crime** which **violates Article 8, Section 1, Suffrage and Article 8, Section 3, Civil Liberties. Civil Liberties, Economic Rights (Section 2) and Rights of Accused (Section 4)** were passed in **March 7, 1964 (Blackfeet Constitutional Amendments to add the 1964 Indian Civil Rights Act)**. **US v. Wadena, 8th Cir, No. 06-2535 (2006)** ;**US v. Blaine County, 9th Cir, No. 02-35691 (2004)** ;**Monroe v. Kipp.**

Discussions about the **Blackfeet Water Right** needs to **recognize all New Facts**. Among these **New Facts** are a fraudulent **Blackfeet Referendum Election** on the **Blackfeet Water Compact**, the **Montana Water Court** making **Preliminary Decrees** for the **St. Mary water shed (basin 40)** and **local towns** are **selling water** from **Tiber dam (basin 41)**. **Tiber dam collects Blackfeet reservation water** from basin 41M (Birch creek, Blacktail creek, Badger creek and Two Medicine river) and 41L (Cut Bank creek). **Losing title** to these **waterways eliminates the Blackfeet Water Right claim** and shows **direct legal and financial Injury** to all **Members** of the **Blackfeet tribe** including the **Plaintiffs, Enrolled Members of the Blackfeet tribe aka Treaty Status Indians (Modern day descendants of the full blood community of Pikuni Indians)** as **Part Owners** of the **Blackfeet reservation**.

Water development began at **Blackfeet Agency** when Indian labor started developing **hand built irrigation ditches** on the **reservation** in 1879. In 1884 a **small ditch** water delivery system and **earth dam** called **Swift dam** were **built** by the **Indian Service** for newly settled **Indian farm lands** in the **Heart Butte, Two Medicine and Cut Bank creek areas**. The **Agreement** of the Act of May 1, 1888 (25 stat. 129) **appropriated settlement money** to the **Indian Service** to **build irrigation projects** and water delivery **systems** on the **reservation** for the **Blackfeet tribe**. Three years later, in 1891 the **Department of Agriculture** did **studies** on **basin to basin water transfers** on the **reservation** for **basins 41 and 40**.

The **Pondera Canal Company** owned by **Conrad Investment Company** began its **irrigation project operations** in 1894. The next year in 1895 the **Indian Service** started the **Fort Belnap irrigation project**. Three years later in 1898 the **Northwest Irrigation Company** began a business with **canals** for **water delivery** from **Magrath to Stirling**. The next year in 1899 the **Northwest Irrigation Company** got a **Permit** to **divert water** from the **St Mary river (40T)** for the **St Mary Project**.

In 1900 the **US Geological Service** surveyed the **St Mary water shed** and the **Northwest Irrigation Company's, St Mary Project** started to **deliver water** from the **St. Mary irrigation canals** to **Lethbridge, Alberta**. The next year in 1901 a **US Geological Service survey** was done of the **canal system** for the **reservation's interior lands** using **St Mary water (40T)**.

In 1902 the **Reclamation Act** was passed the **US Government "reserved" Blackfeet Tribal lands** in the **St. Mary valley** for a **new water delivery system**. Also in 1902 the **Northwest Irrigation Company's St, Mary Project** got **Permit** to **divert water** from the **Belly river**.

The **Indian Service** became **Partners** with the **Bureau of Reclamation (BOR)** in 1903 to **development water resources** on the **Blackfeet reservation**. A year later in 1904, the **Indian Service** began the **Cut Bank diversion project**. Also in 1904, the **Northwest Irrigation Company** got **Applications** to **divert water** to the **Milk (40F)** from the **St Mary river (40T)** than **sold** the **St Mary Project** to **Alberta Railway and Irrigation (AR& I)**.

In 1905 the **Indian Service** funded the **St. Mary storage Unit** and the **US Government** funded **Fresno**

dam and reservoir project. Also this year in 1905 the **Bureau of Reclamation (BOR)** used **Indian Service** irrigation funds to built **29 miles of long gravity canal** named the **All American canal** to deliver water from basin 40 that **originates on the reservation to off reservation water users** in Eastern Montana.

The **Indian Service file suit** against **Conrad Investment Company** and its subsidiary business **Pondera Canal Company** in 1907. The **Blackfoot Tribe** got a **Federal Decreed water right (number 720)** for **Birch Creek** in basin 41M.. The **legal water right** was based on **Prior and Paramount right** and is **elastic** so the **Tribe** has a **legal title claim** to as much water (**additional water**) from the **Birch Creek** as the **Tribe** needs for the **reservation**. Also happening in 1907, the **US Congress** passed a law on **March 1** **appropriate funds** to pay for **Blackfoot project** and **new irrigation systems** on the **reservation** to fulfill the **Blackfoot Treaty rights**. A week later (**March 8, 1907**) the **US Congress** passed a law where the **Indian Service** was **required** to **give funds** for **design, engineering and construction of new irrigation systems** on the **reservation** to the **Bureau of Reclamation (BOR)** as **Partners** for **all water projects** funded by the **Indian Service**.

In 1908 the **Indian Service** built the **Frazier-Wolf Point Unit**. Also this year (1908) the **Dodson** irrigation project, **diversion** and **canal system** was **funded**. In **Canada** this year (1908) the **Canadian Pacific Railway (CPR)** bought out **Alberta Railway and Irrigation (AR & I)** and took over the **St Mary Project**.

In 1909 the **Teton County Canal and Reservoir Company (TCCRC)** was **incorporated** than changed the **business name** to **Pondera County Canal and Reservoir Company (PCCRC)**. The **PCCRC** has **5 districts** with **district 2** divided into **West and East districts**, **2 dams** at **Lake Francis water storage facility**, **360 miles of canals**, **1000 diversions** and is the **municipal water supply** for the city of **Conrad**,

In 1909 the **Boundary Water Treaty** was made between the **US and Canada** for the use of **St Mary (40T)** and **Milk (40F) rivers**. The **Blackfoot Federal Reserved water right** was **not part** of the **International Treaty**. The **Blackfoot Water Right** is a **Federal Reserved water right** **originating on the reservation** for the **Blackfoot tribe**.

The **Swift dam** was improved by the **Indian Service** in 1910. The next year in 1911 the **Indian Service** built the **Two Medicine district project** which has a **dam**, **45 miles of canal** with **129 miles of lateral irrigation ditches**.

In 1912 **Indian Service** built the **Two Medicine concrete spillway** and **outlet structure** as well as finished **Piegan district diversion** of **17 miles of V type laterals**. Also in 1912 the **Canadian Pacific Railway (CPR)** started their **Settlement program** for southern **Alberta**.

In 1914 the **Sherburne dam** was built on **Tribal land** by the **Bureau of Reclamation (BOR)** and the **Indian Service** built the **Birch creek diversion** to keep the **Federal water right**. Two years later in 1916 the **Indian Service** funded the **Fisher canal** and **chute drop**.

The **Blackfoot irrigation project** has **6 districts** (**Birch creek, Piegan, Badger-Fisher, Two Medicine, Cut Bank-North and Cut Bank-South**), **2 dams** (**Swift and Two Medicine**), **3 canals** (**Fisher Canal, Four Horns supply canal and Two Medicine canal**), **4 reservoirs** (**Blacktail diversion dam, Four Horns reservoir, Spring Lake reservoir and Lower Two Medicine Lake reservoir**) and **4 diversion dams** (**Badger-Fisher, Birch Creek, Cut Bank-North and Cut Bank South**) that develop **4 waterways** (**Birch**

creek, Blacktail creek, Badger creek, Two Medicine river and Cut Bank Creek). The **St Mary Project** has the Lower St Mary lake **reservoir**, St Mary **diversion dam**, St Mary river **siphon**, Sherburne dam **storage unit**, Swift Current **dyke**, Kennedy creek **siphon**, Hall's creek **siphon**, Milk river **hydraulic drops** (5 ponds) and 29 miles of **canal** on the **reservation**.

In 1918 the **Canadian Pacific Railway** (CPR) makes **water contracts** for 102,900 acres. Three years later in 1921 the **International Joint Commission** (IJC) made a **recommendation** between the **US** and **Canada** to **obtain maximum benefits** from **flood waters** from the **St. Mary (40T)** and **Milk (40F)** rivers.

In 1936 the **Canadian Pacific Railway's** (CPR) **St Mary Project** storage reservoirs at **Jensen** and **Ridge** start storing water from **St. Mary river (basin 40)**. Eight (8) years later in 1944, the US started the **Tiber dam complex**. The next year in 1945 the **Management** of the **St Mary Project** in **Alberta** was given to an **Alberta Provincial Organization** called the **St Mary and Milk Rivers Development** (SMRD). The **St. Mary Project dam and reservoir complex** were **improved** and **enlarged** at **Jensen** and **Ridge** reservoirs starting in 1952.

In 1967 the **Swift Dam, reservoir** and **secondary earthen dyke** were **rebuilt**. The next year in 1968 the **Provincial Crown Corporation**, the **St Mary and Milk Rivers Development** (SMRD), **turned over management** of the **St Mary Project** and the **Ridge reservoir** to the **water user operating an irrigation district conglomerate** and named the new private management business, the **St Mary River Irrigation Districts** (SMRID). The SMRID has **4 districts** which are **St Mary, Taber, Raymod and Magrath**. The **300 mile water delivery system** starts at **Waterton reservoir** is collected at **Jensen/and Ridge reservoirs** and is **transported** in the **main canal** to **Medicine Hat**.

In 1983 the **Blackfoot Water Rights Litigation case** was **suspended** with a **moratorium** on all new **claims**. For the **next thirty five years** (1983 to 2017), the **Blackfoot Water Negotiation team** has done **meetings** with **State and Federal** representatives on the **Blackfoot water right** and **management of reservation water resources**..

In 2014 **Montana Water Court** made **265 Preliminary Decrees** for **Water Allotments** for the **St. Mary water shed (basin 40)** despite **moratorium** (**No new water appropriations for waters originating on the Blackfoot Indian reservation**) for basins 41 and 40. Also in 2014, a **Montana town** (Shelby) is **selling water from Lake Elwell (basin 41)** which is the **deposit site for waters originating on the Blackfoot reservation**. In 2016 the **town of Browning** **loses appeal** over ownership claim of the water delivery system and **liquidates town assets** to **pay the Tribe** for **unpaid debt**. Finally, in 2017 was the **disputed Tribal Referendum election on Blackfoot Water Rights Compact**. Also in 2017 a **law suit** was **filed by Tribal Members** in **Tribal Court** .

Original legal protections of the **Blackfoot Water Right** is the **Blackfoot Treaty** of 1855. The **Paper Right** was established in **Conrad Investment Co. v. US 161 F. 829 (9th Circuit, (1907)** for **1600 miners inches** to the **Birch Creek** with **future legal privileges** to the **remaining flow**. **Birch Creek** is the **legal precedence** for other **Tribal border water ways** like the **Milk (40F)** and **St. Mary (40T)** rivers with **complete interests** in the **Interior waterways** because they are **not International border waterways** separating the reservation from a **Foreign Nation** (**US and Canada**) including **all improvements** to the water delivery system on the reservation. **Decreed water rights** have to at the **minimum** be a **mirror image** of the **Federal Decreed water right no.720** which **addressed both Winter's and McCarren**.

Legal Title to reservation waters is also protected in the Blackfeet Corporate Charter in Section 5 Corporate Powers (b) (1) No sale or mortgage may be made by the Tribe of any land or interests in land, including water power sites, water rights, oil, gas and other mineral rights now or hereafter held by the Tribe within the boundaries of the Blackfeet reservation. Requiring the Legal Consent of the Tribal Membership for Special Tribal Elections for the New Blackfeet Constitution and Blackfeet Water Compact is the most recent proof that the Membership has Legal Standing in all matters involving the trust properties as Part Owners of the Tribal reservation/estate according to the Blackfeet Treaty of 1855, the 1934 Blackfeet Constitution and the 1935 Blackfeet Corporate Charter.

Other documents that recognize Tribal Member Ownership of the Blackfeet reservation and Blackfeet Water Right are the Constitution of the 1865 Montana Territory, the Montana Enabling Act of February 22, 1889, 4, 25 stat. 676-677 and the Montana Constitution, Ordinance no. 1 (1895).

Problems with the Blackfeet Water Compact starts with No money for Tribal Members as Legal Signatory for exercising or changing the Blackfeet Water Right. Another big problem area is Not allowing Tribal Member amendments to compact or bill because Tribal Government Staff would not allow revisions, substitutions or changes to the Water Rights documents.

Another objections is eliminating liability for US Government for breaking the Blackfeet Treaty It is the US Government's Trust Responsibility to protect the Legal Rights of the Tribe and its Members especially against Non-Indian (Foreign) laws that abolish Tribal Inherent Sovereignty. The Blackfeet Water Compact takes away all Tribal Member ownership of the Blackfeet Water Right because the document legitimizes the illegal development of Blackfeet water resources and has No Compensatory Settlement for past, current and future use of the Tribal water right.

These objections along with protests to the Blackfeet Water Compact for the lack of compensatory damages for the illegal capture, impoundment and use of Tribal water resources for basin 40 and 41 are direct injury to all Tribal Members including the Plaintiffs, Enrolled Members of the Blackfeet Tribe aka Treaty Status Indians (Modern day descendants of the full blood community of Pikuni Indians) because of Undiscovered Financial Benefit connected to the development of the Tribal water right and the lost of Legal Title to disputed water resources. The Blackfeet Water Compact also prevents the Tribe and the Members from getting compensatory damages from private businesses like the Pondera County Canal and Reservoir Company (PCCRC) and other parties like the St Mary River Irrigation Districts (SMRID) who trespass on the Blackfeet Water Right by the illegal diversion, impoundment and use of a Federal Decreed water right.

Other objections against the Blackfeet Water Compact's "Deferred Use status" for all Blackfeet water resources. Deferred Use status suspends for 15 years any kind of development (domestic, agriculture, or commercial) and amends or changes all existing legal water rights for both decreed and unallocated water rights. Deferred Use status can be temporarily or indefinitely suspended after 15 years because of a list of political encumbrance freezing out Membership Consent.

Like the Deferred Use rule, legal encumbrances for the Right-of-Way for water delivery facilities on the reservation are not exercised. These legal dispute over the right of ways are replaced by a Tribal-Federal MOA Management contract. The Water delivery Infrastructure funded by Indian Service for the Blackfeet reservation is a Tribal asset which is not addressed by the MOA.

Walton rights and Water Rights for down stream Tribes (Fort Belnap and Fort Peck) have

Secondary use because the disputed waters originate on the **Blackfeet reservation** and the **Senior water right** is held by the **Blackfeet tribe** based on Treaty and Historic Development of the **Blackfeet reservation water resources**.

There is also No federal money appropriated to fix the existing water delivery systems on the **reservation**. These unfunded mandates are part of a promise to the **Membership** that the **Tribe** would be getting millions of dollars which the **Membership** believed is **Tribal money** that can be distributed to the **Membership** according to the **Blackfeet Corporate Charter**, section 8, **Corporate Dividends**.

There is also an objection to creating a **Mitigation Project** that transfers the **Tribal water right** and **Tribal water resources** to **Montana state water users** violating **Conrad Investment** and **US v. Montana**. Putting a **Mitigation Committee** with foreign representatives in charge of management and allocation of the **Blackfeet water right** makes this group (**Mitigation Committee**) the defacto owner of all **Tribal water resources** and main benefactor (salary, gratuity, or sales) of any income generate by these **Tribal assets**.

Other problems with the **Blackfeet Water Compact** is exclusively Leasing Blackfeet water from **Four Horns reservoir** to local non-Indian off reservation use instead of Leasing the water resource to a **regional market** for a **higher price**. In addition to only serving the water needs of the **local non-Indian water users**, the **Blackfeet Water Compact** does not distributing any of the Water Leasing money to the **Membership** as Blackfeet Corporate dividends or Tribal income.

Also Not included in the **Plan** for Leasing Blackfeet water are the non-binding pledges of payment for the **Tribal water right** for the **St Mary-Milk water right** (40T and 40F) which is for 50,000 aft and the Lake Elwell Allocation for basins 41L and 41M which is also for 50,000 aft. The present **Leasing Plan** is limited to 15,000 aft from **Four Horns reservoir**.

Just like money generated from leasing Blackfeet water, the **Blackfeet Water Compact** also has plans to make money from hydroelectric sales from regional electricity users. Because there will be no Federal Government oversight for 10 years on the **Tribe** spending of hydroelectric sales money, criminal prosecution of theft or misappropriation of **Tribal dollars** will not be a priority. None of these monies will be given to the **Members**. The hydroelectric sales will come from energy generated at a new proposed hydroelectric facility on Tribal land at the **St Mary-Milk river hydraulic drops**. The **Tribe** is also legally obligated to make yearly payments for operating expenses of the new hydroelectric facility which will be managed by the **Bureau of Reclamation's (BOR) St Mary-Milk river Project**.

The **Blackfeet Water Compact** did "reserve" In-Stream water rights both surface and ground water. In-Stream water rights are for the **natural flow water rights** that existed before human development. These **In-Stream water rights** are for **Western Boundary Tribal lands** managed by the **Lewis and Clark National Forest** and the **US Park Service**.

The **Blackfeet tribe** is the only Indian tribe in **Montana** that has a Pre-existing Federal Decreed water right to a waterway on a **Montana Indian reservation (Birch Creek no. 720)** so only seeking decreed water rights for a Laurentian divide stream (**Lee creek**) below **Chief Mountain** in the far northwest corner of the **reservation** and an another small stream (**Willow creek**) near the **agency town site of Browning** while making rules that registers the **Tribe** and **reservation** as the last party to get a water allocation of **reservation waters** is Staff committing Perjury by **Culpable Malfeasance**

causing legal and financial injury by intrinsic fraud by misleading the Tribal membership by skewed water rights documents, ballot language and a disingenuous public information campaign. For these reasons the Blackfeet Water Compact and Water Rights Settlement Act ignores the Rule of Law and the Legal Rights of the Tribal Membership Signatory for the Blackfeet Water Right. Not protecting Tribal assets and Legal status of the Members of the Blackfeet tribe are direct injuries to the Blackfeet Treaty right, Ownership rights of the Membership and the Tribe's Inherent Sovereignty.

The Tribal Council's, Oath of Office is the legal obligation to protect the Blackfeet and US Constitutions and if the Council breaks the law, all business deals or administrative acts outside the Rule of Law are null and void. Tribal laws that support this proposition are Article 6 Powers of the Council, section c (to prevent the sale, disposition, lease or encumbrance of Tribal lands, interests in land or other Tribal assets, without consent of the Tribe.)

Changing the Legal Definition of Tribe and Tribal member while purposefully giving away a Tribal Treaty Right without financial or legal compensation as described in the New Blackfeet Constitution and the Blackfeet Water Compact is a direct injury to the Enrolled Members of the Blackfeet Tribe aka Treaty Status Indians (*Modern day descendants of the full blood community of Pikuni Indians*) as Part Owners of the Blackfeet reservation because the Legal outcomes were unbeknownst to Tribal members outside their group (Cabal).

Conclusion

For the reasons identified above, the Pro Se Plaintiffs, the Enrolled Members of the Blackfeet tribe aka Treaty Status Indians (*Modern day descendants of the full blood community of Pikuni Indians*) requests that the Court grant Pro Se Plaintiffs' Motion for Leave to file the proposed Amended Complaint to CV 15-92-GF-BMM-JTJ.

Certificate of Service

I hereby certify that on the **12th day of February, 2018**, a copy of the foregoing document was served on the following following person by the following means.

<u> 2 </u>	CM/ECF
<u> </u>	Hand Delivery
<u> </u>	U.S. Mail
<u> </u>	Overnight Delivery Service
<u> </u>	Fax
<u> </u>	E-Mail

1. Clerk of Court

2. Melissa A. Hornbein
Assistant U.S. Attorney
U.S. Attorney's Office
901 Front Street, Suite 1100