

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUITTHOMAS G. LANDRETH

v.

UNITED STATESCase No. 19-2260**INFORMAL BRIEF OF APPELLANT**

Read the Guide for Pro Se Petitioners and Appellants before completing this form. Attach a copy of the final decision or order of the trial court. Answer the following questions as best you can. Your answers should refer to the decision or order you are appealing where possible. Use extra sheets if needed.

1. Have you ever had another case in this court? ☐ Yes ☒ No If yes, state the name and number of each case.

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AUG 26 2019

United States Court of Appeals
For The Federal Circuit

2. Did the trial court incorrectly decide or fail to take into account any facts? ☒ Yes ☐ No If yes, what facts? (Refer to paragraph 7 of the Guide.)

Rule 9 RCFC, Pleading Special Matters, Act of March 3, 1891, Indian Treaties are a part of the laws of the United States and under the Express Trust Responsibility both signatory to the treaty must abide by the treaty/contract/law of the land. Indian Tribes are dependent nations and have Express Trust Responsibility to abide by the treaty. Civil Rights of all citizens. Federal Civil Rights Statutes.

3. Did the trial court apply the wrong law? ☒ Yes ☐ No If yes, what law should be applied?

5th Amendment, Takings Clause, Express Trust Responsibility, Property Clause Regulations off Federal Land, Navigational Servitude, Easement across public domain, Constitutional Law, Federal Civil Rights Statutes

4. Did the trial court fail to consider important grounds for relief? ☒ Yes ☐ No If yes, what grounds?

RCFC Rule 19.(b)(4) Appellant does not have any remaining court to seek relief. The Federal Tort Act does not apply to sovereign's but employees/persons of a sovereign. Public Trust Doctrine, Equal Footing Doctrine, Fiduciary Trust Responsibility, Treaties are binding law on signatory. Depredations against non-Indians.

5. Are there other reasons why the trial court's decision was wrong? ☒ Yes ☐ No If yes, what reasons?

The dismissal leaves Appellant without recourse for harm caused by a sovereign due to immunity. Appellant is at a huge dis-advantage for lack of legal representation. The wrong interpretation of money request. Request was and is based upon value of real property on the north shore of Lake Quinault.

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FORM 12. Informal Brief (District Court, Court of International Trade, and Court of Federal Claims Cases)Form 12
Rev. 03/16**6. What action do you want the court to take in this case?**

I would like the Court to have my complaint of Civil Rights violations by a sovereign adjudicated as a common citizen would understand them. Historically, the Courts have decided on the side of the Indian Tribes due to what the court thought the Indians understood at treaty time in 1856. How would we know? The Councils held by Governor Stevens reveal the Indian Tribes attending the Chehalis River Council in 1855 knew full well what the Governor wanted them to do.

I, as a common citizen, understand the Constitution gives me rights as a citizen that have been removed by a sovereign Indian Nation and supported by our elected representatives at all levels of government and the courts thus far.

7. Do you believe argument will aid the court? ☒ Yes ☐ No If yes, submit a separate notice to the court requesting oral argument and include the reasons why argument will aid the court. (Refer to paragraph 15 of the Guide.)

ORAL ARGUMENTS ARE NOT NEEDED, I HAVE DONE THE BEST I CAN TO RELAY MY COMPLAINT AS A COMMON CITIZEN, THAT HAS BEEN HARMED BY A SOVEREIGN.

I believe my informal brief memorandum, hopefully will be allowed and it will be helpful to the court.

8. Do you intend to represent yourself? ☒ Yes ☐ No If you have not filed an Entry of Appearance, indicate your full name, address, telephone number and e-mail address.

I DID FILE AN ENTRY OF APPEARANCE.

Thomas G. Landreth, 425 Chenault Avenue, Hoquiam, Washington 98550
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9. I certify that a copy of this brief and any attachments were sent to: Isaac B. Rosenberg, the attorney for appellee, at the following address: U.S. Department of Justice, P.O. Box 480 Ben Franklin Station, Washington D.C. 20044. (Address is found on the Entry of Appearance served on you by the attorney for the appellee. If you do not send a copy of this brief to the appellee, the court will not file the brief.)

August 26, 2019

Date

Thomas G. Landreth

Appellant's signature

In addition to mailing a copy to the attorney for the appellee, mail three copies of this informal brief and attachments to:

Clerk of Court
United States Court of Appeals for the Federal Circuit
717 Madison Place, NW
Washington, DC 20439

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19-2260

IN THE UNITED STATES FEDERAL APPEALS COURT WASHINGTON DISTRICT

THOMAS G. LANDRETH

PLAINTIFF – APPELLANT

V.

UNITED STATES,

DEFENDANT – APPELLEE

INFORMAL BRIEF MEMORANDUM

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In his amended complaint, plaintiff summarizes the facts of this case and the relief he seeks, as follows:

Under State and Federal law Lake Quinault, a navigable waterway abutting the Quinault Indian Reservation and located in Washington State, should be open to the public for its use and recreation as well as to those non-tribal property owners with real property abutting the Lake shore such as the plaintiff. However for more than a decade the Quinault Indian Tribe has increasingly asserted "jurisdiction" and control over this navigable waterway, forcing out the public and non-tribal property owners in derogation of the Equal Footing Doctrine, Public Trust Doctrine, Constitution of the United States, treaties with foreign nations and the 1856 Treaty of Olympia. In April of 2013, the Quinault Indian Tribe has restricted all uses of the lake for non-tribal members. Through this civil action, the Plaintiff[] seek[s] court determination as to the status of Lake Quinault and the property rights of non-tribal property owners abutting the lake, the court determination as to the public's right to access of the lake, its shore and lakebed.

Id. at 2-3.

Under the heading "Jurisdiction" in his amended complaint, plaintiff appears to refer to three bases for the court's jurisdiction: (1) the Tucker Act, 28 U.S.C. § 1491(a) (2012); (2) the Indian Tucker Act, 28 U.S.C. § 1505 (2012); and (3) the Act of March 3, 1891, ch. 538, 26 Stat. 851 (1891). See id. at 3-4. He alleges eight causes of action, in the section titled "Causes of Action against Defendant United States Committed by the Quinault Indian Tribe," (the Tribe) including: (1) deprivation of property rights as a result of various "trespassory" actions taken by the Tribe, id. at 28-30; (2) conversion by the Tribe "committed through its actions in remeandering the lake," and "continually and unlawfully restrict[ing] and prevent[ing] Plaintiff from the use and enjoyment of the Lake," id. at 30-31; (3) tortious interference by the Tribe with plaintiff's property by "denying and restricting lawful access to Lake Quinault," id. at 32-33; (4) private nuisance committed by the Tribe "related to the denial and restriction of the use and enjoyment by Plaintiff of Lake Quinault," id. at 33-34; (5) "violation of the constitution," referencing the Tribe's "wrongful actions" that denied plaintiff "the full enjoyment of land, liberty and property without due process of law," id. 34-36; (6) the Tribe's violation of Washington state law "through its willful and deliberate obstruction and denial of Plaintiff[s] property rights to the Lake," id. at 36-37; (7) "violations of treaties with foreign nations," id. at 37-38; and (8) a request for permanent injunctions against Washington State and the Quinault Indian Tribe to protect plaintiff's enjoyment of Lake Quinault, id. at 38-40.

Plaintiff makes numerous requests for declaratory and injunctive relief. See *id.* at 40-43. The only request for monetary relief, aside from fees and costs associated with the litigation, is plaintiff's request that the court "[a]ward Plaintiff monetary damages related to the loss of use of legally obtained real property and the trespass by the Quinault Indian Tribe/Nation." *Id.* at 42.

II. Legal Standards

A. Pro Se Litigants

The court acknowledges that plaintiff is proceeding pro se, and is "not expected to frame issues with the precision of a common law pleading." *Roche v. U.S. Postal Serv.*, 828 F.2d 1555, 1558 (Fed. Cir. 1987). Pro se plaintiffs are entitled to a liberal construction of their pleadings. See *Haines v. Kerner*, 404 U.S. 519, 520 (1972) (requiring that allegations contained in a pro se complaint be held to "less stringent standards than formal pleadings drafted by lawyers"). Accordingly, the court has examined the amended complaint and plaintiff's response thoroughly to discern all of plaintiff's claims and legal arguments.

B. Motion to Dismiss Pursuant to RCFC 12(b)(1)

Pursuant to the Tucker Act, the court has jurisdiction to consider "any claim against the United States founded either upon the Constitution, or any Act of Congress or any regulation of an executive department, or upon any express or implied contract with the United States, or for liquidated or unliquidated damages in cases not sounding in tort." 28 U.S.C. § 1491(a)(1) (2012). To invoke the court's jurisdiction, plaintiff must show that his claims are based upon the Constitution, a statute, or a regulation that "can fairly be interpreted as mandating compensation by the Federal Government for the damages sustained." *United States v. Mitchell*, 463 U.S. 206, 216-17 (1983) (quoting *United States v. Testan*, 424 U.S. 392, 400 (1976)).

The court also possesses jurisdiction:

of any claim against the United States accruing after August 13, 1946, in favor of any tribe, band, or other identifiable group of American Indians residing within the territorial limits of the United States or Alaska whenever such claim is one arising under the Constitution, laws or treaties of the United States, or Executive orders of the President, or is one which otherwise would be cognizable in the Court of Federal Claims if the claimant were not an Indian tribe, band or group.

28 U.S.C. § 1505 (2012).

Plaintiff bears the burden of establishing this court's subject matter jurisdiction by a preponderance of the evidence. See Reynolds v. Army & Air Force Exch. Serv., 846 F.2d 746, 748 (Fed. Cir. 1988). To determine whether plaintiff has carried this burden, the court must accept "as true all undisputed facts asserted in the plaintiff's complaint and draw all reasonable inferences in favor of the plaintiff." Trusted Integration, Inc. v. United States, 659 F.3d 1159, 1163 (Fed. Cir. 2011) (citing Henke v. United States, 60 F.3d 795, 797 (Fed. Cir. 1995)). If the court determines that it lacks subject matter jurisdiction, it must dismiss the complaint. See RCFC 12(h)(3).

III. Analysis

In its motion to dismiss, defendant presents a thorough discussion of the various deficiencies in plaintiff's amended complaint with regard to establishing this court's jurisdiction. See ECF No. 15. It explains that plaintiff has failed to carry its burden to establish the court's jurisdiction because: (1) the Indian Tucker Act does not apply to this case, id. at 13; (2) the federal statute passed in 1891 to provide "for the adjudication and payment of claims arising from Indian depredations" does not apply to this case, id. at 14; (3) plaintiff has failed to allege a breach of contract claim and thus cannot properly invoke Tucker Act jurisdiction; (4) the court lacks jurisdiction over plaintiff's claims based on treaties; (5) plaintiff's claims are made against the Quinault Indian Nation and the State of Washington, not the United States, id. at 18; (6) the court cannot consider cases sounding in tort, id. at 19; (7) the court cannot consider claims made pursuant to the Indian Civil Rights Act of 1968, id.; (8) the court cannot consider claims based on state law, id. at 20; (9) the court lacks jurisdiction to award fees incurred in prior litigation, id.; (10) the court cannot consider claims that accrued outside the statute of limitation, id. at 21; and (11) although the court has jurisdiction to consider claims for takings committed by the United States, the amended complaint, at most, alleges a taking by the Quinault Indian Nation, id.

The court commends defendant's work in addressing the myriad arguments presented by plaintiff. A number of defendant's criticisms appear to have merit. The overarching deficiency in plaintiff's complaint, however, can be stated quite simply—none of the claims made by plaintiff are alleged against the United States. Absent an allegation that the United States is responsible for some harm suffered by plaintiff, this court lacks jurisdiction to hear his case. See United States v. Sherwood, 312 U.S. 584, 588 (1941) (holding that the Claims Court's "jurisdiction is confined to the rendition of money judgments in suits brought for that relief against the United States, . . . and if the relief sought is against others than the United States the suit as to them must be ignored as beyond the jurisdiction of the court") (citations omitted). See also 28 U.S.C. § 1491(a)(1) and 28 U.S.C. § 1505 (both of which give the court jurisdiction over claims made "against the United States"). And to the extent that plaintiff seeks a declaration as to his rights with regard to Lake Quinault, the court likewise is without jurisdiction to consider such relief. See Testan, 424 U.S. at 398 (stating that the Court of Claims does

not have the authority to issue declaratory judgments) (citing United States v. King, 395 U.S. 1 (1969)).

The court notes that plaintiff does assert one basis for jurisdiction that does not explicitly require an allegation against the United States—the Act of March 3, 1891, ch. 538, 26 Stat. 851 (1891) (the Act). See ECF No. 12 at 3-4. The Act provided this court's predecessor with jurisdiction over "claims for property of citizens of the United States taken or destroyed by Indians belonging to any band, tribe, or nation, in amity with the United States, without just cause of provocation on the part of the owner or agent in charge, and not returned or paid for." 26 Stat. at 851-52. Even assuming some part of plaintiff's claims would have been covered by the Act, the express terms of the statute stated that "no suit or proceeding shall be allowed under this act for any depredation which shall be committed after the passage thereof." *Id.* at 852. As such, plaintiff's claims are more than a century too late to invoke this statute as the basis for the court's jurisdiction.

IV. Conclusion

For the foregoing reasons, the court lacks jurisdiction to consider plaintiff's amended complaint, and defendant's motion to dismiss, ECF No. 15, is **GRANTED**. The clerk's office is directed to **ENTER** final judgment **DISMISSING** plaintiff's amended complaint, without prejudice.

IT IS SO ORDERED.


PATRICIA E. CAMPBELL-SMITH
Judge



The Treaty of Olympia, Jan. 6, 1856

Articles of agreement and convention made and concluded by and between Isaac I. Stevens, governor and superintendent of Indian affairs of the Territory of Washington, on the part of the United States, and the undersigned chiefs, headmen, and delegates of the different tribes and bands of the Qui-nal-elt and Quil-leh-ute Indians, on the part of said tribes and bands, and duly authorized thereto by them.

ARTICLE 1. The said tribes and bands hereby cede, relinquish, and convey to the United States all their right, title, and interest in and to the lands and country occupied by them, bounded and described as follows: Commencing at a point on the Pacific coast, which is the southwest corner of the lands lately ceded by the Makah tribe of Indians to the United States, and running easterly with and along the southern boundary of the said Makah tribe to the middle of the coast range of mountains; thence southerly with said range of mountains to their intersection with the dividing ridge between the Chehalis and Quinlatl Rivers; thence westerly with said ridge to the Pacific coast; thence northerly along said coast to the place of beginning.

ARTICLE 2. There shall, however, be reserved, for the use and occupation of the tribes and bands aforesaid, a tract or tracts of land sufficient for their wants within the Territory of Washington, to be selected by the President of the United States, and hereafter surveyed or located and set apart for their exclusive use, and no white man shall be permitted to reside thereon without permission of the tribe and of the superintendent of Indian affairs or Indian agent. And the said tribes and bands agree to remove to and settle upon the same within one year after the ratification of this treaty, or sooner if the means are furnished them. In the meantime it shall be lawful for them to reside upon any lands not in the actual claim and occupation of citizens of the United States, and upon any lands claimed or occupied, if with the permission of the owner or claimant. If necessary for the public convenience, roads may be run through said reservation, on compensation being made for any damage sustained thereby.

ARTICLE 3. The right of taking fish at all usual and accustomed grounds and stations is secured to said Indians in common with all citizens of the Territory, and of erecting temporary houses for the purpose of curing the same; together with the privilege of hunting, gathering roots and berries, and pasturing their horses on all open and unclaimed lands. Provided, however, That they shall not take /1/ shell-fish from any beds staked or cultivated by citizens; and provided, also, that they shall alter all stallions not intended for breeding, and keep up and confine the stallions themselves.

ARTICLE 4. In consideration of the above cession, the United States agree to pay to the said tribes and bands the sum of twenty-five thousand dollars, in the following manner, that is to say: For the first year after the ratification hereof, two thousand five hundred dollars; for the next two years, two thousand dollars each year; for the next three years, one thousand six hundred dollars each year; for the next four years, one thousand three hundred dollars each year; for the next five years, one thousand dollars each year; and for the next five years, seven hundred dollars each year. All of which sums of money shall be applied to the use and benefit of the said Indians under the directions of the President of the United States, who may from time to time, determine at his discretion

upon what beneficial objects to expend the same; and the superintendent of Indian affairs, or other proper officer, shall each year inform the President of the wishes of said Indians in respect thereto.

ARTICLE 5. To enable the said Indians to remove to and settle upon such reservation as may be selected for them by the President, and to clear, fence, and break up a sufficient quantity of land for cultivation, the United States further agree to pay the sum of two thousand five hundred dollars, to be laid out and expended under the direction of the President, and in such manner as he shall approve.

ARTICLE 6. The President may hereafter, when in his opinion the interests of the Territory shall require, and the welfare of the said Indians be promoted by it, remove them from said reservation or reservations to such other suitable place or places within said Territory as he may deem fit, on remunerating them for their improvements and the expenses of their removal, or may consolidate them with other friendly tribes or bands, in which latter case the annuities, payable to the consolidated tribes respectively, shall also be consolidated; and he may further, at his discretion, cause the whole or any portion of the lands to be reserved, or of such other land as may be selected in lieu thereof, to be surveyed into lots, and assign the same to such individuals or families as are willing to avail themselves of the privilege, and will locate on the same as a permanent home, on the same terms and subject to the same regulations as are provided in the sixth article of the treaty with the Omahas, so far as the same may be applicable. Any substantial improvements heretofore made by any Indians, and which they shall be compelled to abandon in consequence of this treaty, shall be valued under the direction of the President, and payment made accordingly therefor.

ARTICLE 7. The annuities of the aforesaid tribes and bands shall not be taken to pay the debts of individuals.

ARTICLE 8. The said tribes and bands acknowledge their dependence on the Government of the United States, and promise to be friendly with all citizens thereof, and pledge themselves to commit no depredations on the property of such citizens; and should any one or more of them violate this pledge, and the fact be satisfactorily proven before the agent, the property taken shall be returned, or in default thereof, or if injured or destroyed, compensation may be made by the Government out of their annuities. Nor will they make war on any other tribe except in self-defence, but will submit all matters of difference between them and other Indians to the Government of the United States, or its agent, for decision and abide thereby; and if any of the said Indians commit any depredations on any other Indians within the Territory, the same rule shall prevail as is prescribed in this article in case of depredations against citizens. And the said tribes and bands agree not to shelter or conceal offenders against the laws of the United States, but to deliver them to the authorities for trial.

ARTICLE 9. The above tribes and bands are desirous to exclude from their reservations the use of ardent spirits, and to prevent their people from drinking the same, and therefore it is provided that any Indian belonging to said tribes who is guilty of bringing liquor into said reservations, or who drinks liquor, may have his or her proportion of the annuities withheld from him or her, for such time as the President may determine.

ARTICLE 10. The United States further agree to establish at the general agency for the district of Puget Sound, within one year from the ratification hereof, and to support for a period of twenty years, an agricultural and industrial school, to be free to the children of the said tribes and bands in common with those of the other tribes of said district, and to provide the said school with a suitable instructor or instructors, and also to provide a smithy and carpenter's shop, and furnish them with the necessary tools, and to employ a blacksmith, carpenter, and farmer for a term of twenty years, to instruct the Indians in their respective occupations. And the United States further agree to employ a physician to reside at the said central agency, who shall furnish medicine and advice to their sick, and shall vaccinate them; the expenses of the said school, shops, employees, and medical attendance to be defrayed by the United States, and not deducted from their annuities.

ARTICLE 11. The said tribes and bands agree to free all slaves now held by them, and not to purchase or acquire others hereafter.

ARTICLE 12. The said tribes and bands finally agree not to trade at Vancouver's Island or elsewhere out of the dominions of the United States, nor shall foreign Indians be permitted to reside on their reservations without consent of the superintendent or agent.

ARTICLE 13. This treaty shall be obligatory on the contracting parties as soon as the same shall be ratified by the President and Senate of the United States.

In testimony whereof, the said Isaac I. Stevens, governor and superintendent of Indian affairs, and the undersigned chiefs, headmen, and delegates of the aforesaid tribes and bands of Indians, have hereunto set their hands and seals, at Olympia, January 25, 1856, and on the Qui-nai-elt River, July 1, 1855.

Isaac I. Stevens, Governor and Sup't of Indian Affairs.
Tah-ho-lah, Head Chief Qui-nite-l tribe, his x mark. (L.S.)
How-yat'l, Head Chief Quil-ley-yute tribe, his x mark. (L.S.)
Kal-lape, Sub-chief Quil-ley-hutes, his x mark. (L.S.)
Tah-ah-ha-wh't'l, Sub-chief Quil-ley-hutes, his x mark. (L.S.)
Lay-le-whash-er, his x mark. (L.S.)
E-mah-lah-cup, his x mark. (L.S.)
Ash-chak-a-wick, his x mark. (L.S.)
Ay-a-quan, his x mark. (L.S.)
Yats-see-o-kop, his x mark. (L.S.)
Karts-so-pe-ah, his x mark. (L.S.)
Quat-a-de-tot'l, his x mark. (L.S.)
Now-ah-ism, his x mark. (L.S.)
Cla-kish-ka, his x mark. (L.S.)
Kler-way-sr-hun, his x mark. (L.S.)
Quar-ter-helt'l, his x mark. (L.S.)
Hay-nee-si-oos, his x mark. (L.S.)
Hoo-e-yas'lsee, his x mark. (L.S.)

Quilt-le-se-mah, his x mark. (L.S.)
Qua-lats-kaim, his x mark. (L.S.)
Yah-le-hum, his x mark. (L.S.)
Je-tah-let-shin, his x mark. (L.S.)
Ma-ta-a-ha, his x mark. (L.S.)
Wah-kee-nah, Sub-chief Qui-nite'l tribe, his x mark. (L.S.)
Yer-ay-let'l, Sub-chief, his x mark. (L.S.)
Silley-mark'l, his x mark. (L.S.)
Cher-lark-tin, his x mark. (L.S.)
How-yat-'l, his x mark. (L.S.)
Kne-she-guartsh, Sub-chief, his x mark. (L.S.)
Klay-sumetz, his x mark. (L.S.)
Kape, his x mark. (L.S.)
Hay-et-lite-'l, or John, his x mark. (L.S.)

Executed in the presence of us; the words "or tracts," in the II. article, and "next," in the IV. article, being interlined prior to execution.

M. T. Simmons, special Indian agent.
H. A. Goldsborough, commissary, &c.
B. F. Shaw, interpreter.
James Tilton, surveyor-general Washington Territory.
F. Kennedy.
J. Y. Miller.

H. D. Cock. A/ Jan. 25, 1856. B/ Ratified Mar. 8, 1859. C/ Proclaimed, Apr. 11, 1859. D/ Surrender of lands to the United States. E/ Boundaries. F/ Reservation within the Territory of Washington. G/ Whites not to reside thereon, unless, etc. H/ Indians agree to move and settle there. I/ Roads may be made. J/ Rights and privileges secured to the Indians. K/ Payment by the United States. L/ How to be applied. M/ Appropriation for removal, for clearing and fencing lands, etc. N/ Indians may be removed from the reservation, etc. O/ Tribe annuities may be consolidated. P/ Annuities of tribes not to pay debts of individuals. Q/ Tribes to preserve friendly relations, etc. R/ To pay for depredations. S/ Not to make war, except, etc. T/ To surrender offenders. U/ Annuities to be withheld from those drinking, etc., ardent spirits. V/ United States to establish agricultural schools, etc. W/ To employ mechanics, etc., a physician, etc. X/ The tribes are to free all slaves and not to acquire others. Y/ Not to trade out of the United States. Z/ Foreign Indians not to reside on reservation. AA/ When treaty to take effect.

TABLE OF AUTHORITIES

Amendment 5 Constitution of the United States (Taking Clause)

1787 Northwest Ordinance adopted as part of the Constitution

1856 Treaty of Olympia, Article (8) (13)

Bach v. Sarich, 74 Wn. 2d 575

Cherokee Nation v. Georgia

Clinton Water Dist., 36 Wn.2d 284, 218 P.2d 309

Congressional Act of May 18, 1796. (Defined Public Highways)

Commerce and navigation Treaty, convention signed in London 1818

Department of Ecology v. Acquavella, 100 Wn. 2 d 651, 674 P.2d (1983)

Equal Footing Doctrine

Hughes v. Washington, 389 U.S. 290, 293, 88 S.Ct. 438, 440, 19 L.ED.2d 530
(1967)

Joint Occupation Treaty with England 1818 (Navigable water)

Minnesota v. Hitchcock, 185 U.S. 373, 185 U.S. 389 (Navigable water)

Montello II, 87 US at 440-441

Property Clause Regulation off Federal Lands: 19 Env'tl. L. 295

Public Trust Doctrine

Worcester v. Georgia (1832)

Shively v. Bowlby, 152 U.S. 1 (1894)

TABLE OF U.S. CODES

18 U.S.C., Section 241

18 U.S.C., Section 242

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33 U.S.C., Navigable water@1

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19-2260

IN THE UNITED STATES FEDERAL APPEALS COURT WASHINGTON DISTRICT

THOMAS G. LANDRETH

PLAINTIFF – APPELLANT

V.

UNITED STATES,

DEFENDANT – APPELLEE

INFORMAL BRIEF, MEMORANDUM

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INFORMAL BRIEF, MEMORANDUM

REQUEST FOR REVIEW

MOTION TO DISMISS; LACK OF SUBJECT-MATTER JURISDICTION; RCFC 12(b)(1)

No. 18-476 date filed; July 24, 2019

Appellant Argument

I. INTRODUCTION

Appellant is a common citizen residing in the State of Washington who owns property on or near Lake Quinault. Appellant seeks review of the United States Court of federal Claims order granting a motion to dismissing Appellant's claims for lack of Subject Matter Jurisdiction.

Appellant requests the Court of Appeals to remand and review the case under the "Takings Clause" in the 5th Amendment of the Constitution of the United States due to the Express Trust placed upon all signatory to the 1856 Treaty of Olympia ratified by Congress in 1859

STATEMENT OF CASE

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I first filed my complaint of my civil rights being denied by the Quinault Indian Tribe/Nation in United States Federal Court in Tacoma, Washington with legal counsel advising the Public Trust Doctrine as the basis for my complaint in 2014. The Honorable Judge Leighton dismissed my complaint without Prejudice due to the claim of immunity by the Quinault Indian Tribe and Washington States' 11th amendment rights and suggested my complaint be filed in Washington State Superior Court using the Equal Footing Doctrine.

Legal Counsel did file a second suit in Washington State Superior Court again using the Public Trust Doctrine. This suit was dismissed with prejudice due to the claim of immunity by the Quinault Indian Tribe, Washington State 11th Amendment and failing to enjoin the Federal Government.

Being harmed by a sovereign government leaves the common citizen without any access to justice. Complete justice may not be served when a plaintiff is divested of all possible relief because a party is a sovereign entity. In search of instance, the quest for "complete justice" ironically leads to no justice at all. This is the case here.

Briefly, The Quinault Indian Tribe, not the Nation, closed navigable Lake Quinault to all non-Quinault Indian People in April of 2013-2014 for any and all

[Type text]

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61 recreational purposes thereby denying my easement access and usage of
62 navigable water abutting my privately owned property on the north shore of Lake
63 Quinault within the boundary of the Olympic National Park a Federal Enclave. The
64 Olympic National Park has exclusive jurisdiction over all the land within the park
65 boundary. I say tribe because the 1856 Treaty of Olympia was with the Quinault,
66 Quileute, Hoh and Queets Indian Tribes. The Treaty does not include other fish
67 eating Indian Tribes on the Southwest Coast of the Washington territory, now a
68 state. The Executive Order in accordance with the Treaty of Olympia was written
69 after treaty making was eliminated by Congress in 1871. Congress has plenary
70 jurisdiction over all Treaty Indian Tribes which is a fiduciary responsibility and
71 common law doctrine. The recent declaration of being a Nation implies all Indian
72 Tribes within the Quinault Indian Reservation are now a part of the 1856 Treaty of
73 Olympia?

74 The ratified 1856 Treaty of Olympia has or is an Express Trust created with the
75 settlors express instant. Express Trust arises out of a direct or positive declaration
76 of trust. It comes into existence by the execution of an intention to create it by
77 the United States having a legal and equitable dominion over the property made
78 subject to it.

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79 The 1856 ratified Treaty of Olympia allows the Quinault Indian Tribe to act
80 under the authority of the United States.

81 The other half of the 1856 ratified treaty is the Constitution of the United
82 States. Congress has plenary power over all Indian Tribes activities and in this case
83 the United States Congress has failed as Trustee of the people to protect the
84 people's land holdings.

85 II. REPLY TO COURT OPINION

86 (1) The Indian Tucker Act does not apply to this case, id. At 13;

87 I allege the Tucker Act does apply to this case. I am not an Indian and the
88 Indian Tucker Act is for Indians.

89 The Indian Tucker Act is the act used by Indians to make claims against the
90 Federal Government for wrongful acts and the Tucker Act is the act used by non-
91 Indians to make claims against the Federal Government for wrongful acts. The
92 Tucker Act would include violations of the Constitution under the 5th
93 Amendment's Taking Clause. The Court of Claims is the proper Court for Takings
94 claims which is what all my claims are about.

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[Type text]

95 I am acting Pro Se out of necessity and certainly do not have a thorough
96 knowledge of articulating the laws of the Federal and State Governments in
97 proper legal form the court is used to or demands. Maybe I would not be in this
98 court if my earlier legal council would have used the Takings Clause.

99 My entire Amended Complaint is regarding my legal Constitutional property
100 rights to the easement across shore land, use and access to the navigable lake and
101 the full enjoyment of my privately owned land within the confines of public land
102 reserved for the Olympic National Park which abuts Lake Quinault a navigable
103 waterway. The Olympic National Park has Exclusive Jurisdiction over all the land
104 within the Olympic National Park and is a Federal Enclave. I have easement rights
105 across shore land and all navigable water, all navigable waters are public
106 highways and a part of the public domain. The federal government has
107 extraterritorial regulation under the property clause which can be useful for
108 protection of federal lands and their purposes. One purpose of the park is to
109 allow the continued and future use of the park for all people. Allowing the
110 Quinault Indian Tribe to own navigable Lake Quinault is or would be repugnant to
111 the purpose of the park.

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[Type text]

Two previous lawsuits regarding Appellant's rights have been in the United States Federal Court in Tacoma WA. And the Superior Court in the State of Washington under the Public Trust Doctrine. Both suits were dismissed due to the claim of Immunity by the Quinault Indian Tribe/Nation and the 11th Amendment by the State of Washington.

Sovereign governments are immune from suit if they so desire. The Quinault Indian Tribe and the State of Washington used immunity to defeat the Public Trust Doctrine. The very Doctrine they are duty bound to protect.

The United States Court of Federal Claims is a specialized court and has jurisdiction over 5th Amendment Takings Claims by the United States. However, the United States Government did not take away my legally obtained Property Rights but has allowed the Quinault Indian Tribe/Nation (Dependent Indian Tribe and not a foreign nation) to act indirectly as an authority of the United States and claim ownership of a navigable Lake and the shore land surrounding the entire Lake Quinault which is repugnant to the Constitution of the United States. The United States Government is the Trustee/Guardian for the Quinault Indian Tribe with fiduciary and common law responsibility over all the actions taken by the

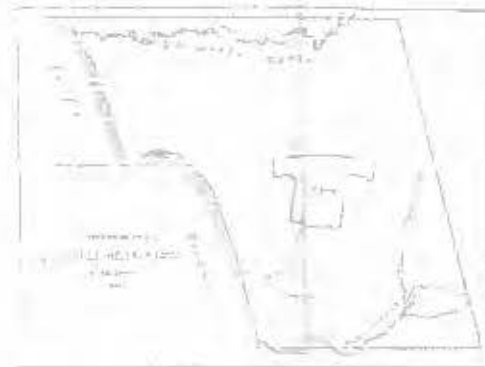
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129 Quinault Indian Tribe. Violations of the 1856 Treaty/contract of Olympia, is a
130 breach of Express Trust.

131 The claim of ownership of navigable Lake Quinault by the Quinault Indian
132 Tribe/Nation stems from the Constitution of the United States under the Treaty
133 Clause. The Congress of the United States has the supreme power to make
134 treaties with foreign nations but not dependent Indian Tribes/Nations after 1871.
135 The claim of ownership of navigable Lake Quinault is claimed using the 1856
136 Treaty of Olympia and the Executive Order issued by President Grant in 1873
137 enlarging the original 42,000 acre reservation to about 200,000 acres of land for
138 their use and occupancy. The original Quinault Indian Reservation in 1862,
139 adopted by the Surveyor General of the Washington Territory



140

141 The main purpose of the 1873 Executive Order enlarging the Quinault Indian
142 Reservation was to accommodate the remaining Indian Tribes not signatory to the

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143 Treaty of Olympia to re-locate to the enlarged reservation two years after making
144 treaties with Indians ended in 1871. The Executive Order was issued in
145 accordance with the 1856 Treaty of Olympia reserving a tract or tracts of land for
146 their use and occupancy. The 1856 Treaty of Olympia gave the four signatories to
147 the Treaty exclusive use of the land. However, the enlarged Quinault Indian
148 reservation would now include the non signatory Indian Tribes ending the
149 exclusive use by the four signatory tribes.

150 The 30 mile river from the Pacific Ocean to navigable Lake Quinault was used
151 for all commerce transported to Lake Quinault prior to and at statehood of
152 Washington State in November of 1889. Homesteads were in place around Lake
153 Quinault prior to statehood. The lake was used for commerce and recreation prior
154 to and after statehood by all people and was used for a public benefit/purpose.
155 The water contained in the lake is navigable water and is under the ownership of
156 the Federal/State Government to hold in Express Trust for all people which enacts
157 the fiduciary common law responsibility of the United States and brings my claims
158 into the United States Court of Claims for adjudication.

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159 **(2) The federal statute passed in 1891 to provide “for the adjudication**
160 **and payment of claims arising from Indian Depredations” does not**
161 **apply to this case, id at 14;**

162 I allege the Federal Court of Claims continues to have jurisdiction over Indian
163 Depredations committed by them. It was not the intent of Congress to eliminate
164 the court that specifically deals with Indian Depredations.

165 Since 1855 the Federal Court of Claims has adjudicated claims of Indian
166 Depredation and on March 3, 1891 the Congress enacted further adjudication of
167 Indian Depredations against non Indians with *“That in addition to the jurisdiction*
168 *which now is, or may hereafter be, conferred upon the Court of Claims, said Court*
169 *shall have and possess jurisdiction and authority to inquire into and finally*
170 *adjudicate.”* The United States Congress did not intend for Indian Depredations to
171 have no Court to adjudicate the depredations committed upon non-Indian
172 people. The power to adjudicate Indian Depredations is with the United States
173 Federal Court of Claims.

174 The 1856 Treaty of Olympia has historically been classified as a part of the
175 Supreme law of the Land. Being a part of the law of the land includes the Treaty
176 of Olympia, so when that lawful document states the United States may make

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177 payments out of their annuities, it is the fiduciary responsibility of the Federal
178 Government to fulfill that part of the Treaty if proven before the agent in Charge.
179 So, when the agent in charge is provided, via E-mails, the proof of a depredation
180 and the agent totally ignores the communications he has defaulted on his part of
181 the law and it is now up to the Trustee to complete the harms created by the
182 Quinault Indian Tribe. I included the E-mail information which did not receive any
183 response from the Indian Agent, "Gregory Masten". (pge. A-1)

184 **(3) Plaintiff has failed to allege a breach of contract claim and thus**
185 **cannot properly invoke the Tucker Act jurisdiction"**

186 I allege a 5th Amendment taking of my private property rights and easement to
187 enter navigable water in the United States is a breach of Express Trust of the
188 binding contract on all parties signatory to the 1856 Treaty of Olympia. (pge. F,
189 Article 8)

190 A breach of fiduciary/trust responsibility stemming from a written and agreed
191 to legally enacted document for two or more parties to agree to perform what is
192 contained in that written and agreed to document is a contract and comes with
193 the promise and Express trust responsibility to complete the document in its
194 entirety. If not, there is a breach of Express trust responsibility regarding the legal

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195 document, in this case it is a treaty/law and a binding document (Article 13) by
196 the contracting parties the United States and the four signatory Indian Tribes.
197 Failure to enforce the agreed upon document is a breach of Express
198 trust/fiduciary responsibility. Express Trust has been supported by the
199 government to government agreements with Indian tribes.

Treaties and Supreme Court Decisions

200
201 Treaties were legal, government-to-government agreements between two
202 legitimate governments - the United States
203 and an Indian nation. When an Indian nation signed a treaty, it agreed to
204 give the federal government some or all of
205 its land as well as some or all of its sovereign powers. In return, the federal
206 government entered into a trust
207 responsibility with the Indian Nation in which the federal government
208 promised to provide protection, benefits, and
209 rights to the American Indian peoples in exchange for some or all of their
210 land. The trust responsibility bound the
211 United States to represent the best interests of the tribe, protect the safety
212 and well-being of tribal members, and
213 fulfill its treaty obligations and commitments.
214

215 The 1856 Treaty of Olympia was enacted to protect the citizens and the Indians
216 for a public purpose and that purpose was to end the Indian Wars against the
217 settlers re-locating to the newly acquired Oregon Territory. Which contains the
218 1787, Northwest Ordinance, regarding the open and free use of all navigable
219 water to all people forever. (A public purpose and easement). President Grant

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was prohibited from giving ownership of navigable water to any Indian Tribe doing so would be repugnant to the Constitution of the United States.

(4) The court lacks jurisdiction over plaintiff's claims based on treaties;

I allege the United States is the Trustee/Guardian for the Dependent Quinault Indian Tribe/Nation and has a fiduciary responsibility to enforce the 1856 Treaty of Olympia which is the law of the land. The creation of the Treaty allows the signatory Indians to act indirectly under the authority of the United States with Express Trust. The 1873 Executive Order enlarging the Quinault Indian Reservation would be a boundary change of reserved land and that boundary change must be approved or adopted by Congress, only Congress has plenary jurisdiction over all Indian Tribes and there Land boundary. I have not located any document from Congress that ratified the 1873 Executive Order enlarging the Quinault Indian Reservation.

Treaties/contracts enacted by Congress with foreign nations, is not within the Federal Court of Claims jurisdiction. However, Treaties with Indian Tribes were not made with foreign nations. Indian Tribes are dependent Indian nations dependent upon the Federal Government for all its wants and needs. Foreign nations are not dependent upon the Federal Government for all their wants and

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needs. The Federal Government has a fiduciary responsibility to all Indian Tribes signatory to their specific treaty made with the United States. Adjudication for Indian Depredations against non Indians is within the jurisdiction of the Federal Court of Claims. The takings clause is not addressed to the action of a specific branch or branches. It is concerned simply with the act, and not with the governmental actor. The governmental actor here is the Quinault Indian Tribe under authority of the United States.

(5) Plaintiff's claims are made against the Quinault Indian Nation and the State of Washington, not the United States;

I allege the United States is the Trustee/Guardian for the Dependent Quinault Indian Tribe/Nation and under the common law and fiduciary responsibility is liable for the failure of the Quinault Indian Tribe to adhere to the Obligatory Binding Contract/Treaty signed by them in 1856 thereby creating a breach of Express Trust that comes with the ratified 1856 Treaty of Olympia.

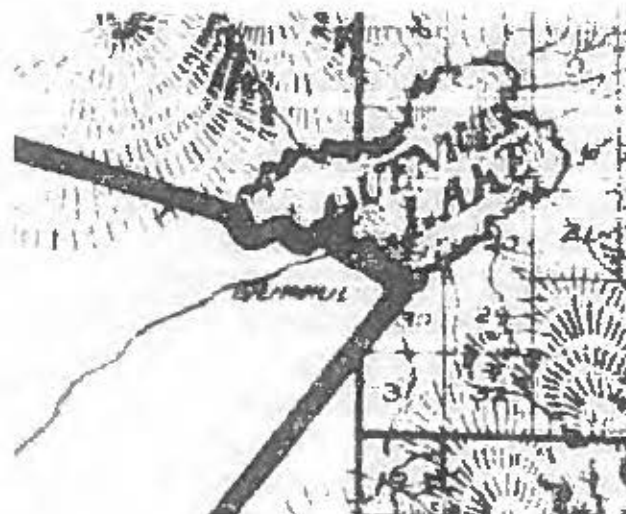
My claim's against the State of Washington and the Quinault Indian Nation have been adjudicated in Federal and State Courts and were dismissed due to the claim of immunity by the Quinault Indian Tribe/Nation and the 11th Amendment by the State of Washington. The two cases were filed under the Public Trust

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256 Doctrine and dismissed, one without prejudice and the other with prejudice. The
257 honorable Federal Judge in Tacoma recommended plaintiff's legal counsel to file
258 in the Superior Court of Washington State using the Equal Footing Doctrine.
259 Instead, my legal counsel used the Public Trust Doctrine. Washington State does
260 not have any laws to enforce the Public Trust Doctrine within the State of
261 Washington. It appears the State of Washington and the Quinault Indian Nation
262 does not care about the rights of the public to have easement access and use of
263 navigable water in the State of Washington. Land records from the Bureau of
264 Land Management and the Archives in Seattle, WA, and three presidential
265 proclamations provide the boundary of the existing Quinault Indian Reservation
266 to be the west shore of Lake Quinault. Map shows a portion of the 1907
267 Presidential Proclamation Map showing the east boundary of the Quinault Indian
268 Reservation.



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When common citizens are denied their Constitutional Rights and those rights are ignored by Federal and State Courts using immunity, where does one go to achieve redress of the harm committed by an Indian Tribe working/existing under an agreed to contract/treaty with Express Trust to be friendly with all non Indian people? The only Court that eliminates the possibility of immunity is the Federal Court of Claims. The United States is the Trustee for the Quinault Indian Tribe, the citizens of the United States and has a fiduciary responsibility to enforce the treaty/law agreed to. The United States Controls all annuity payments, controls the land survey system, controls natural resources within the reservation on lands allotted to other Indians, the Federal Government rebuilds the reservation roads, supplies money for fish habitat and more. These are all fiduciary responsibilities. The United States Federal Court of Claims has jurisdiction over my claims as the Court said in Worcester v. Georgia (1832) "Indian people under the protection of the federal government and in so being, Congress had overriding power over all Indian Affairs." The Court said in Johnson v. McIntosh, the tribes have only those attributes of sovereignty that Congress gives them. It is well documented in many court decisions that a trust relationship exists with the Quinault Indian Tribe and a claim for recovery exists in the 1856 Treaty of Olympia in Article 8 of the treaty.

(6) The court cannot consider claims cases sounding in tort;

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289 I allege my claim is not a claim sounding in Tort.

290 The Federal Tort Claims act authorizes Plaintiff's to obtain compensation from
291 the United States for the torts of its employees. Plaintiff's injured by the tortuous
292 acts of Federal Officer or employee.

293 The Quinault Indian Tribe/Nation is not a person, but a sovereign government
294 as a sovereign government the actions taken by that government are decided
295 upon by the governing Business Council which is led by the President of the
296 Quinault Indian Nation who also is a bona fide attorney to practice law. The
297 governing Business Committee directed the Quinault Indian Police to patrol Lake
298 Quinault and ensure all non-Quinault Indian people did not enter or use Lake
299 Quinault for any recreational purposes. The Quinault Police Department displayed
300 weapons while on patrol and placed the possibility of harm if one defied the
301 directives of the Quinault Indian Tribe from April of 2013 to April of 2014.



302

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303 The Quinault Indian Police Officers are trained by the Bureau of Indian Affairs,
304 another fiduciary responsibility. The actions of the Quinault Indian Tribe is similar
305 to the taking that occurred in United States v. Causby, 328 U.S. 256 when low
306 flying flights over farm land created a taking of an air easement. The taking of my
307 rights to navigable water is the same easement. My claim is not for a tortuous act
308 of an employee but the actions of a sovereign government permitted to operate
309 as a sovereign government by the United States Senate and the President of the
310 United States with Express Trust under the guidance and obligations in their
311 agreed upon Treaty/Contract and law. It is a fiduciary responsibility.

312 **(7) The court cannot consider claims made pursuant to the Indian Civil**
313 **Rights Act of 1968;**

314 I allege the Court of Claims does have adjudication over all Constitutional
315 claims, including Indian Constitutions that must be compliant with the United
316 States Constitution when dealing with non-Indian citizens.

317 Indians are citizens of the United States as well as members/citizens of a self
318 governing Indian Tribe as is the case here. The Quinault Indian Tribe/Nation is self
319 governing of all Indians residing upon the reservation. The Constitution of the
320 United States pertains to all citizens of the United States. The civil rights given in

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the Constitution to all citizens applies equally to all. The Indian Civil Rights Act of 1968 would create a separate expectation for Indians to abide by, then the regular non-Indian citizens within the boundary of the Indian Reservation. Tribal actions affecting non-Indian citizens outside or inside the boundary of the Quinault Indian Reservation is covered by the Constitution of the United States. The Quinault Indian Constitution was approved by the Secretary of the interior and the Bureau of Indian Affairs both agencies do not have plenary and absolute power over Indian Tribes. That is the power of Congress. This Congressional plenary power subjects Tribes' retained sovereignty to complete defeasance.

Indian Tribes are subject to the Constitution of the United States. By virtue of their assimilation into the United States, Indian Tribes have lost all of their retained powers that are inconsistent with the rights of the citizens of the United States. The Federal Court of Claims has jurisdiction over any claim founded upon the Constitution of the United States.

(8) The court cannot consider claims based on state law;

I allege the court can adjudicate cases based on Federal Law, Congressional Acts, any statute, constitution.

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25 U.S. Code pertains to Indians and the Civil Rights of Indians with self governing tribes within the boundary of the Indian reservation. The civil or criminal acts committed by the Quinault Indian Tribe on navigable water, is a violation of Federal and State law. All State laws are compliant with Federal Law and the Constitution. The Supremacy clause of the United States Constitution gives the Federal government the responsibility to maintain the Navigational Servitude for all people up to the ordinary high water mark of all navigable water. This is another fiduciary responsibility.

(9) The court lacks jurisdiction to award fees incurred in prior litigation;

I allege the court wrongly interpreted my request for money as being from the litigation costs in prior lawsuits. I have provided Grays Harbor County Data Parcel site information validating my compensation claim on value and not prior litigation costs. A-11

How does a person place a dollar value on denied Constitutional Rights such as a taking of private property rights or the taking of an easement to have the free and open use of all navigable water? The money amount spent in previous lawsuits was to demonstrate or inform the Court as to why legally obtained representation was not available and in order to seek redress of the denial of Civil and property

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rights my only option is to act as my own Attorney, Pro Se to achieve redress. Pro Se Litigants cannot possibly articulate the law as a professional attorney and this creates an imbalance on the scales of justice. The value of my legally obtained property abutting navigable Lake Quinault has lost value due to the claim of ownership of Lake Quinault by the Quinault Indian Tribe/Nation in 2013. My private property is developed and currently assessed at around \$94,000.00 dollars. In the past few years the Olympic National Park has paid \$400,000.00 for an undeveloped lot about the same size as mine. I believe \$250,000.00 is a fair request based on value and not prior expenditures. I included some data parcel information from Grays Harbor County regarding property value on the north shore of Lake Quinault.

(10) the court cannot consider claims that occurred outside the statute of limitations.

I allege my claims are not outside the statute of limitations due to the increased demands placed upon the people.

Respondent states my complaint is beyond the 6 year limitation and my suit is barred. All citizens have heard over the many decades the Quinault Indian Tribe/Nation claims ownership of navigable Lake Quinault and has in the past used the claim of ownership to ban

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377 fishing and boating on navigable Lake Quinault. But in 2013/2014 the
378 claim of ownership of navigable Lake Quinault increased the
379 demands upon all non Quinault people with the following:

380 *"Lake Quinault is located within the boundaries of the Quinault Indian*
381 *Reservation and is owned up to the ordinary high water Mark (OHWM)*
382 *entirely by the Quinault Indian Nation (QIN); all persons who enter into*
383 *Lake Quinault, within the boundaries of the OHWM, are required to*
384 *conform to Quinault tribal laws. Violators who resist or refuse to obey*
385 *will be subject to confiscation of all gear and boats and enforcement*
386 *under the Quinault Tribal Code in the Quinault tribal Court at Taholah."*

387 The above statement admits a taking and a threat of harm and a direct
388 violation of law established in Article 8 of the 1856 Treaty of Olympia.

389 It has been established under Public Law 280 the State of
390 Washington retained jurisdiction over all roads and highways within the
391 boundary of the Quinault Indian Reservation. All roads within the
392 boundary of the Quinault Indian Reservation were funded and paid for
393 by tax dollars from the Bureau of Indian Affairs via the Indian
394 Reservation roads fund under the direction of the BIA. This is a fiduciary
395 responsibility of the Federal Government. Under treaties with foreign
396 nations, Congressional Acts and statutes all navigable highways are to
397 remain as public highways as well as remain open and free to all.

398 The Federal Government has the fiduciary responsibility and Trust
399 Responsibility as well as the common law doctrine to force the Quinault
400 Indian Tribe to abide by the agreed upon and obligatory 1856 Treaty of
401 Olympia.

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It would be more accurate to state that a cause of action against the government has "first accrued" only when all the events which fix the government's alleged liability have occurred and the plaintiff was or should have been aware of their existence.

The increased demands first accrued with threats and restrictions placed upon all non-Quinault Indian people in April of 2013 defied the Express Trust expected from the Quinault Indian Tribe with a government to government relationship to uphold the Constitution of the United States. Who would know the desires of the Quinault Indian Business Committee prior to the committee adopting directives in violation of established civil rights of non-Quinault people?

(11) although the court has jurisdiction to consider claims for takings committed by the United States, the amended complaint, at most alleges a taking by the Quinault Indian Nation,)

I allege the court determined the Quinault Indian Tribe/Nation committed a taking of my Constitutional Civil, Property, easement Rights and my complaint should be remanded for review under the Takings Clause of the 5th Amendment of the Constitution of the United States and the common law doctrine, Express Trust as well as fiduciary responsibility.

The Court admits a taking by the Quinault Indian Tribe/Nation and does not offer any resolution to address the many violations. The

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427 Court has abandoned the previous parts of my myriad of complaints
428 as if they did not occur and that I must forget about my civil rights
429 given under the Constitution. This does not give me equal justice
430 under the law nor protect my Civil, Property or easement Rights
431 which are being destroyed now or in the future by the same Indian
432 Tribe. Fiduciary and Trust responsibility for Indian Depredations, falls
433 to the Federal Government as the Guardian and Trustee of the
434 Quinault Indian Tribe.

436 III. CONCLUSION

437 The Courts opinion acknowledges the facts of this case and the plaintiff is a
438 resident of Washington State and owns private property abutting Lake
439 Quinault...within the boundary of the Olympic National Park. The Olympic
440 National Park has exclusive jurisdiction over all lands within the Olympic National
441 Park. However, the State of Washington is sovereign over all water (McCarran
442 Amendment 1988) within the State and is owned by the Public as stated in the
443 1917 Washington State Water Code.

445 McCarron Amendment

446 As a result of the Public Land Acts of 1866 and 1870, and
447 the Desert Land Act of 1877, ownership of the United
448 States in the non-navigable waters was severed from the
449 public domain.

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The federally reserved land establishing the park gives the Federal Government/Olympic National Park the implied rights to the use of all water within or appurtenant to that reserved land in the amount needed to support the purpose of the reserved land. In the case of the Olympic National Park it is for a public purpose.

It is repugnant to the Constitution of the United States to allow any Indian Tribe to have control/jurisdiction and ownership of navigable water. The 1856 Treaty of Olympia provided for a tract or tracts of land for their use and occupancy. The 1873 Executive Order issued by President Grant was in accordance with the 1856 Treaty of Olympia and the order could not give ownership of water only a tract or tracts of land.

The Court also summarizes the facts of this case, see opinion page 2. The facts include that Lake Quinault is a navigable waterway and should be open to all people as a public highway. (easement)

The Court facts state the asserted increased jurisdiction by the Quinault Indian Tribe/Nation forcing out the public and non-tribal property owners in derogation of the Equal Footing Doctrine, Public Trust Doctrine, Constitution of the United States, treaties with foreign nations and the 1856 Treaty of

[Type text]

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Olympia. In April of 2013, the Quinault Indian Tribe has restricted all uses of the lake for non-tribal members.

The Court has ignored the many violations of U.S. Codes, Constitutional Amendments, established Common Law, Public Trust, Express Trust, fiduciary responsibility, and states "The overarching deficiency in Plaintiff's complaint, however, can be stated quite simply----none of the claims made by plaintiff are alleged against the United States. Absent an allegation that the United States is responsible for some harm suffered by plaintiff, this court lacks jurisdiction to hear his case.

I allege this case is against the United States for the failure to perform their Fiduciary Responsibility in enforcing the Treaty Clause, Express Trust, Takings clause of the Constitution of the United States and its many U.S. Codes put in place to protect all the people to maintain societal calm.

Finally, I think commending the defendant's work in addressing the myriad arguments presented by plaintiff indicates a little bias on the part of the court. A personal note to the defendant would have been more appropriate.

"A number of the Defendant's criticisms appear to have merit" Does this mean the plaintiff's complaints have zero merit?

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I think the Court disparaged the many hours of the plaintiff's work and injuries suffered and continue to suffer as being out of place. The Court thinks the "plaintiff's claims are more than a century too late to invoke this statute as the basis for the court's jurisdiction." Is wrong.

All officials of any Court in the United States must take an oath to support the Constitution of the United States and the laws including Indian Treaties established by the United States. It appears this oath has been abandoned.

I request this case be reviewed.

Dated August 26, 2019


THOMAS G. LANDRETH, PRO SE
425 CHENAULT AVENUE
HOQUIAM, WA 98550
TELEPHONE: 360-533-5578
CELL: 360-581-6266
E MAIL: tbland100@gmail.com

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[Type text]

[Type text]

507

508

CERTIFICATE OF SERVICE

509

I did cause a copy of this INFORMAL BRIEF, MEMORANDUM to be delivered to

510

the court and the Defendant, United States by United States Postal Mail on

511

August 26, 2019.

512

Attorney Isaac B. Rosenberg

513

Trial Attorney

514

Commercial Litigation Branch

515

Civil Branch

516

U.S. Department of Justice

517

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Ben Franklin Station

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E-mail: Isaac.B.Rosenburg@usdoj.gov

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Thomas G. Landreth

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425 Chenault Avenue

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Cell: (360) 581-6266

534

E-Mail: tbland100@gmail.com

535



T Landreth <tbland100@gmail.com>

Regarding Lake Quinault

3 messages

T Landreth <tbland100@gmail.com>
To: gmasten@nwic.edu
Bcc: Guy Boudia <gboudia@gmail.com>

Tue, Feb 20, 2018 at 3:05 PM

Superintendent Masten:

I have attached a response letter to the letter I received from the BIA office in Portland, Oregon.

The letter said to contact you if I had questions or comments.

Respectfully

Tom Landreth
360-581-5266

2 attachments

police on lake Q 2013 color of the law.jpg
1164K

2018 gmasten.pdf
565K

Greg Masten <gmasten@nwic.edu>
To: T Landreth <tbland100@gmail.com>

Tue, Feb 20, 2018 at 3:08 PM

Greetings Tom,

Actually there is another Greg Masten. I've heard of him but never met him. I believe you want this email to go to him.
I'm in Bellingham, he's at Quinault.

Sent from my iPhone

[Quoted text hidden]

> <2018 gmasten.pdf>

> <police on lake Q 2013 color of the law.jpg>

T Landreth <tbland100@gmail.com>
To: Greg Masten <gmasten@nwic.edu>

Tue, Feb 20, 2018 at 4:49 PM

Thank you!!

[Quoted text hidden]

A-1



T Landreth <tbland100@gmail.com>

Letter

3 messages

T Landreth <tbland100@gmail.com>
To: gregory.masten@bia.gov

Tue, Feb 20, 2018 at 6:32 PM

February 18, 2018

Superintendent Gregory Masten

Olympic Peninsula Agency

RE: Lake Quinault

Dear Superintendent Masten:

On February 17, 2018, I received a letter from the Northwest Regional Director, Bureau of Indian Affairs, Northwest Regional Office, Portland, Oregon.

The letter states that I should contact you if I have any questions or comments.

The letter is in regards to my complaint of Civil Rights Violations by the Quinault Indian Tribe/Nation in calendar year 2013.

I must assume you are already aware of my concerns regarding these violations. The letter states that I allege the Quinault Indian Tribe/Nation violated my and all non Quinault Tribal people Civil Rights/Liberties regarding the denied access and usage of navigable Lake Quinault for the entire summer of 2013.

The Quinault Indian Tribe/Nation did in fact deny all non Quinault Tribal people the Constitutional civil rights/liberties given to all citizens of the United States when the Quinault Tribe closed navigable Lake Quinault for all recreational purposes including but not limited to navigation and fishery, swimming, boating, along with the denial of water for domestic use etc.

The Quinault Indian Tribe/Nation also demanded the removal of all docks and intrusions in Lake Quinault. The demand included the threat of penalties if the docks and intrusions were not removed prior to December of 2013. Many intrusions were placed into Lake Quinault in the 1800's.

The Quinault Indian Tribe/Nation claimed pollution from seeping septic systems along the north shore of the lake was creating an unsafe condition. Information from the Department of Ecology, EPA and Grays Harbor County did not provide confirmation of this claim by the Quinault Indian Tribe/Nation.

During the summer months of 2013 the Quinault Indian Tribe/Nation, funded by NOAA, placed massive amounts of fertilizer into Lake Quinault to enhance the growth of salmon. Was this the real reason for the closure?

All riparian proprietors along the north shore of navigable Lake Quinault were faced on a daily basis with armed Quinault Police Patrols or fertilizer placement for the entire summer months. The letter from the BIA states the Quinault Tribe "The QIN at no time maintained armed police patrols of Lake Quinault."

Would you consider a picture as proof of armed patrols?

I will provide you with affidavits attesting to the armed Quinault Police Patrols on navigable Lake Quinault from the riparian proprietors along the north shore of the lake if you need them for proof.

The letter from the BIA also states the Quinault Tribe "The Quinault Indian Nation does impose conditions on recreational use of boats, including assessing a nominal permit fee and requiring inspections of boats not used exclusively on Lake Quinault". The fee charges to place a boat in a navigable water of the United States is a violation of the Constitution of the United States.

All navigable waters within the territorial boundaries of the United States are to remain open and free to all people forever. This was adopted into the Constitution of the United States in 1787.

The letter from the BIA also states the Quinault Tribe "the QIN reasonably requires individuals to obtain a permit at a nominal fee for recreational fishing." Navigable Lake Quinault is a water of the State of Washington and purchasing a seasonal fishing license from the State of Washington is good for all waters within the state. Washington State says there is no written agreement between the State of Washington and the Quinault Tribe giving the tribe jurisdiction over the fishery in Washington State Waters. There is no existing agreements authorizing the Quinault Indian Tribe to charge any fees for the access and usage of navigable Lake Quinault. In fact I have a 1962 Department of the Interior letter rejecting the request of the Quinault Indian Tribe to charge fees on Lake Quinault.

The letter goes on to state that I did not include any civil rights violations in my original lawsuits to determine the legality of the actions taken by the Quinault Indian Tribe/Nation in the closure of Navigable Lake Quinault.

I am not an attorney and have never had occasion to use the services of an attorney until I reached the age of 67. I am a veteran of the USAF, 1964-1970, retired from the U.S. Army Corps of Engineers, 35 years, currently drive school bus, school bus driver instructor and examiner for the Department of Licensing and Educational Service District 112.

When you hire an attorney, you place your trust in their decisions and obviously, I misplaced my trust.

My attorney thought the best option available was under the Public Trust Doctrine.

There is no doubt Lake Quinault is a navigable water of the United States and has been for thousands of years according to the Quinault Indian Tribe/Nation's 1978 publication "Portrait of Our Land"

There is no doubt the Washington Territory adopted the Constitution of the United States as its governing document in 1853.

There is no doubt that Governor Isaac Stevens was not authorized to treat away any function of the government. Jurisdiction and control of navigable water is a governmental function of the Federal and State Governments. Navigable water is held in trust for all people.

There is no doubt the Constitution serves as the easement for all people to the access and usage of all navigable water in the United States and for that navigable water to remain open and free forever.

The several treaties dealing with navigable water gives all foreign nations the free and open use of all navigable water in the United States for commerce.

Navigable Lake Quinault was used and is still used today for commerce. The Lake Quinault area was settled during the territorial period pre-1888. The only access for supplies to the Quinault area was the Quinault River from its mouth at the Pacific Ocean some thirty miles inland by canoe using the hired Quinault Tribal members to transport all the goods and people.

The first highway to the Lake Quinault area was established in 1815.

The Quinault River Treaty signed in July 1855 on the Quinault River allowed for the eventual survey and allotments of land to the Indians to be determined by the President. The 1887 Allotment Act [Dawes] eliminated the exclusive use of the reservation given to the Quinault and Quileute Indian Tribes.

CASES ARGUED AND DECIDED

SUPREME COURT

UNITED STATES

179, 180, 181, 182 U. S.

SCRANTON v. WHEELER.

"The Congress of the United States, in disposing of the public lands, has constantly acted upon the theory that those lands, whether in the interior or on the coast, above high-water mark, may be taken up by actual occupants, in order to encourage the settlement of the country; but that the navigable waters and the soils under them, whether within or above the ebb and flow of the tide, shall be and remain public highways; and, being chiefly valuable for the public purposes of commerce, navigation, 179 U. S.

and fishery, and for the improvements necessary to secure and promote those purposes, shall not be granted away during the period of territorial government, but, unless in case

[167]"of some international duty or public exi

gency, shall be held by the United States in

trust for the future states, and shall vest

in the several states, when organized and ad

mitted into the Union, with all the powers

and prerogatives appertaining to the older

states in regard to such waters and soils

within their respective jurisdictions;

Article 8 of the Treaty of Olympia says the Quinault Indian Tribe promise not to deprive any white people of their property. Denying access and usage of navigable Lake Quinault by letter, public notification along with armed police patrols is still obstructing and denying the civil rights/liberties of all non-Quinault people of those rights.

The famous Boldt Decision states that Governor Stevens did not have the authority to treat away any functions of the government. Jurisdiction and control of navigable water is the function of the state and the federal government.

FILED

June 14, 2016

In the Office of the Clerk of Court

WA State Court of Appeals, Division III

No. 33196-2-III (consol. w/No. 33239-0-III)

Chelan Basin Conservancy v. GB! Holding Co.

Washington courts

A - 4

have always recognized this duty under the "public trust doctrine." *Caminiti v. Boyle*, 107 Wn.2d 862, 869-70, 732 P.2d 989 (1987). According to the doctrine, the State holds an interest in navigable waters akin to a permanent easement: while the State has the power to convey the title to lands covered by navigable waters, it can never alienate the public's right to use navigable waters.

Indian Tribes are not independent nations. Indian tribes are dependent upon the United States Congress for survival. The Constitution prohibits any state to be created within a state. Giving Indian Tribes ownership and jurisdiction of navigable water is creating that state within a state.

All non Quinault People respected the decision of the Quinault Indian Tribe/Nation and did not challenge that decision until requests for legal documents giving the Quinault Tribe/Nation the legal authority was not and has not been presented as of yet.

The Executive Order in 1873 also states the EO is in accordance with the 1856 Treaty of Olympia. The Treaty of Olympia also states the reservation is for the exclusive use of the Quinault and Quileute Indian Tribes. We know this part of the treaty is not in effect today, because the Quinault Indian Reservation is not exclusive to the Quinault or any other Indian Tribe.

What is exclusive is the jurisdiction of all Quinault Tribal members residing upon the reservation. Public Law 280 gives Washington State jurisdiction over all people in 8 categories. One of those categories is highways and roads. Navigable waters are considered to be public highways of commerce and fall under the ownership and jurisdiction of the State of Washington.

The 1887 Dawes Act eliminated the exclusive use of the reservation when the United States Congress decided to survey and allot the reservation lands to Indians and all surplus land not allotted would be purchased by the Federal Government and sold to non Indians. [Settlers] When Lake Quinault was not allotted to any person due to being navigable water the ownership remains with the Federal and State governments.

The Proclamation creating the Olympic Forest Reserve in 1897 by the President of the United States places Lake Quinault within the boundary of the Olympic Forest Reserve. The reduction in the size of the Olympic Forest reserve, in 1902 places Lake Quinault within the Olympic Forest Reserve. The

enlargement of the Olympic Forest Reserve in 1907 places Lake Quinault within the Olympic National Forest. All three Presidential Proclamations were approved by Congress.

Washington State donated all the shore land around Lake Quinault to the Federal Government in 1908. This record of donation is in the Senate's Congressional Records in Washington D. C. The land area between the ordinary high water and the ordinary low water is considered the shore land. The donated land was to be placed within a national park.

The shore land donated to the Federal Government in 1908 was placed within the Olympic National Park in 1938. The private land along the north shore of Lake Quinault was purchased from the federal government in 1906 while the land was within the Olympic National Forest. The private land along the north shore of Lake Quinault was designated as the Lake Quinault Recreational Area by Congress in 1924. The Lake Quinault Recreational Area included all the land surrounding Lake Quinault except the west shore of the lake which is the Quinault Indian Reservation.

In 1939 the Federal Government submitted a "BILL" to Congress on behalf of the Quinault Indian Tribe, to have the Federal Government purchase all the land around Lake Quinault along with Lake Quinault to be recreational land under their control and jurisdiction. The "BILL" was rejected by Congress.

If the Quinault Tribe already owned the lake why was the bill written?

When the private land along the north shore of the lake was purchased it was purchased as government lots. The private land was surveyed and sold as recreational land in 1924. Legally surveyed and registered

with Chehalis County and the State of Washington. All the streets, alleys and pathways were dedicated to the public forever.

The United States land laws prohibit denying access and usage of private land when the land is abutting navigable water. Riparian Proprietors have the same right to the use of navigable water as the general public. The Constitution of the United States is the easement giving all citizens the access and usage of the open and free navigable waters of the United States.

Sometimes being water front property is the only value of the land. Denying our access and usage of that water front property is also denying the full use and enjoyment of our land given in the U. S. Code.

Land Deeds of Private land purchased by the Olympic National Park along the north shore of Lake Quinault states the ONP has water rights to all water across and appurtenant to the shore land purchased. This deed gives the general public the right to the free and open use of navigable Lake Quinault.

For arguments sake: Let's say Lake Quinault is within the Quinault Indian Reservation:

The Bureau of Indian Affairs supports and maintains all roads to and within the Quinault Indian Reservation with the funding source being the Federal Government under the Safetea-Lu Act. Taxpayers money is used to maintain and build the reservation roads. Non Quinault Trust land held by non Quinault people use these roads and do not pay an access and use fee to the Quinault Tribe. The Quinault River and Quinault Lake are arms of the sea and considered navigable waters for commerce. There is no doubt the Quinault Indian Tribe, uses the Quinault River and Quinault Lake for commerce

outside the boundary of Washington State and the Quinault Indian Reservation. The Pioneer Packing case in 1929 or so validates this fact. Indian commercial fishing guides on the Quinault River validate this fact.

The Indian Reservation Roads (IRR) Program addresses transportation needs of tribes by providing funds for planning, designing, construction, and maintenance activities for all public roads. The program is jointly administered by the Federal Highway Administration's Federal Lands Highway Office and the BIA, Division of Transportation, in accordance with an interagency agreement. The authorizing legislation is the highway authorization act (currently the Safe, Accountable, Flexible and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU)) and codified in Title 23 U.S.C. and 25 C.F.R. Part 170.

The Indian Reservation Roads are public roads which provide access to and within Indian reservations, Indian trust land,

Washington State Law authorizes Indian Tribes to use their own vehicle license plates off Indian reservation lands as long as the Indian Tribes do not require any fees for non Indian people's open access to the public roads to and within the Indian Reservation.

Indian Tribal Peace Officers do not have jurisdiction over non tribal people on or off the reservation unless they are under contract or danger the tribe as a whole. The Quinault Indian Tribe does not have any inter local agreement with Grays Harbor County or the State of Washington to perform police duties off the reservation. If they did they would have to give up immunity.

The Quinault Indian Tribe/Nation also denied all non Quinault people our rights under the 5th Amendment to the Constitution of the United States, "nor deprived of life, liberty, or property, without due process of law, nor shall private property be taken for public use, without just compensation".

Claiming immunity in federal and state court from prosecution denied all non Quinault people the due process of law.

The Quinault Indian Tribe/Nation allowed the public to stage hydro plane races on Lake Quinault in August of 2013 with boats from out of the State of Washington. I can provide the video if you like.

The Quinault Indian Tribe denied the annual sailboat races on Lake Quinault. Sail boats do not provide for any pollutants into the lake, but hydro planes do and they did spill gas and oil into lake water at or near the fish pens and hatchery water.

14th Amendment of the Constitution:

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or Immunities of citizens of the United States; nor

shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

United States v. Rands

An explanation of the rights of the United States in navigable waters may be found in *United States v. Rands*, (1) The Commerce Clause confers a unique position upon the Government in connection with navigable waters. "The power to regulate commerce comprehends the control for that purpose, and to the extent necessary, of all the navigable waters of the United States For this purpose they are the public property of the nation, and subject to all the requisite legislation by Congress." (2) This power to regulate navigation confers upon the United States a "dominant servitude," (3) which extends to the entire stream and the stream bed below ordinary high-water mark.

It was held early "that the power to regulate commerce necessarily included power over navigation. To make its control effective the Congress may keep the 'navigable waters of the United States' open and free and provide by sanctions against any interference with the country's water assets

Treaties with Indian Tribes are not the law of the Land. The Constitution of the United States is the law of the Land. Indian Treaties allow the use and occupancy of Federally owned land for the benefit of the Indian Tribes,

The north shore of Lake Quinault is now within the Olympic National Park [Federal Enclave] and the private land is under the exclusive jurisdiction of the Olympic National Park.

Would you provide the documents the Bureau of Indian Affairs is using to circumvent the above information?

There is also no doubt that all Executive Orders issued by any President of the United States must be compliant with the Constitution of the United States.

The President does not have the authority to give away our civil rights/Liberties.

Respectfully,

Tom Landreth

425 Chenault Ave.

Hoquiam, WA 98550

360-581-6266 tbland100@gmail.com



police on lake Q 2013 color of the law.jpg
1164K

T Landreth <tbland100@gmail.com>

Sat, Mar 3, 2018 at 10:32 AM

To: Nicholas Vidargas <vidargas.nick@epa.gov>, "Carr, Nicholas" <Nicholas.Carr@mail.house.gov>, "North, Teri (ECY)" <teno461@ecy.wa.gov>

Mr. Vidargas:

I recently received a letter from the Bureau of Indian Affairs stating the Quinault Indian Tribe has the right to charge access fees to navigable Lake Quinault.

I sent this information to Superintendent of the Olympic Peninsula Agency and have not received any response.

What is the outcome of the request by the Quinault Indian Tribe regarding Treated as a State Status? Violation of the Constitution. "No state may be created within a state"

Jurisdiction and ownership of navigable water is a function of the Federal and State Government and may not be given away.

Denying civil rights/liberties to the free and open access to all navigable water is a violation of the Constitution and Article 8 of the Treaty of Olympia.

The accepted General Land Office survey of the Quinault Indian Reservation is the 1902 survey by Deputy Surveyor Campbell. This survey did not include the lake.

Three Presidential Proclamations place Lake Quinault within the Olympic Forest Reserve.

The 1909 donation of shore land to be placed in a park, surrounding Lake Quinault, by the Washington State Legislature is located in the Senate Congressional records in Washington D. C.

The Washington State Department of Enterprises was unable to locate any agreements between the State of Washington and the Quinault Tribe allowing for the jurisdiction and claimed ownership of navigable Lake Quinault.

The Washington State Fish and Wildlife has not located any agreements giving the Quinault Tribe the right to charge access fees for boating or fishing in Lake Quinault. (Waters of the State)

The Treaty of Olympia does not give ownership of water or land under the water to the Quinault Indian Tribe.

We are fast approaching the fishing and recreational summer and all citizens should have the free and open access to navigable Lake Quinault.

Will the citizens be faced with another closure with greater restrictions with armed police patrols and confrontation with the Quinault Tribe?

Will Washington State (Grays Harbor County) enforce the federal and state laws on navigable Lake Quinault?

Respectfully
Tom Landreth
(Quoted text hidden)



police on lake Q 2013 color of the law.jpg
1164K

Vidargas, Nick <Vidargas.Nick@epa.gov>

Fri, Mar 9, 2018 at 11:56 AM

To: T Landreth <tbland100@gmail.com>, "Carr, Nicholas" <Nicholas.Carr@mail.house.gov>, "North, Teri (ECY)" <teno461@ecy.wa.gov>

Mr. Landreth:

This email responds to your inquiry regarding the status/outcome of the Quinault Indian Tribe's application for Treatment as a State (TAS) under section 303(c) (water quality standards) and section 401 (water quality certification) of the Clean Water Act (CWA). EPA is reviewing the application and all of the comments EPA received on the application. Once we have finished our review, EPA will document it's decision either approving or disapproving the application.

As I have said before, the Quinault Indian Nation's application is only for the purposes of Treatment as a State under sections 303(c) and 401 of the Clean Water Act. If the application is approved, the Quinault Tribe would be authorized to develop water quality standards for waters within its Reservation and approval of water quality standards for the Quinault Reservation would be subject to a separate EPA decision and public participation process. While the pending CWA TAS decision may require EPA to address the issue of whether Lake Quinault is within the boundaries of the Quinault Reservation, EPA's decision will not address any of the lake management issues (e.g. lake access fees, civil rights) which your email discusses.

I appreciate your interest in the Quinault's application and its management of the Lake. I hope that this gives you a sense of how EPA's action will and will not affect the citizens of Washington.

Sincerely,

Nick Vidargas

[Quoted text hidden]

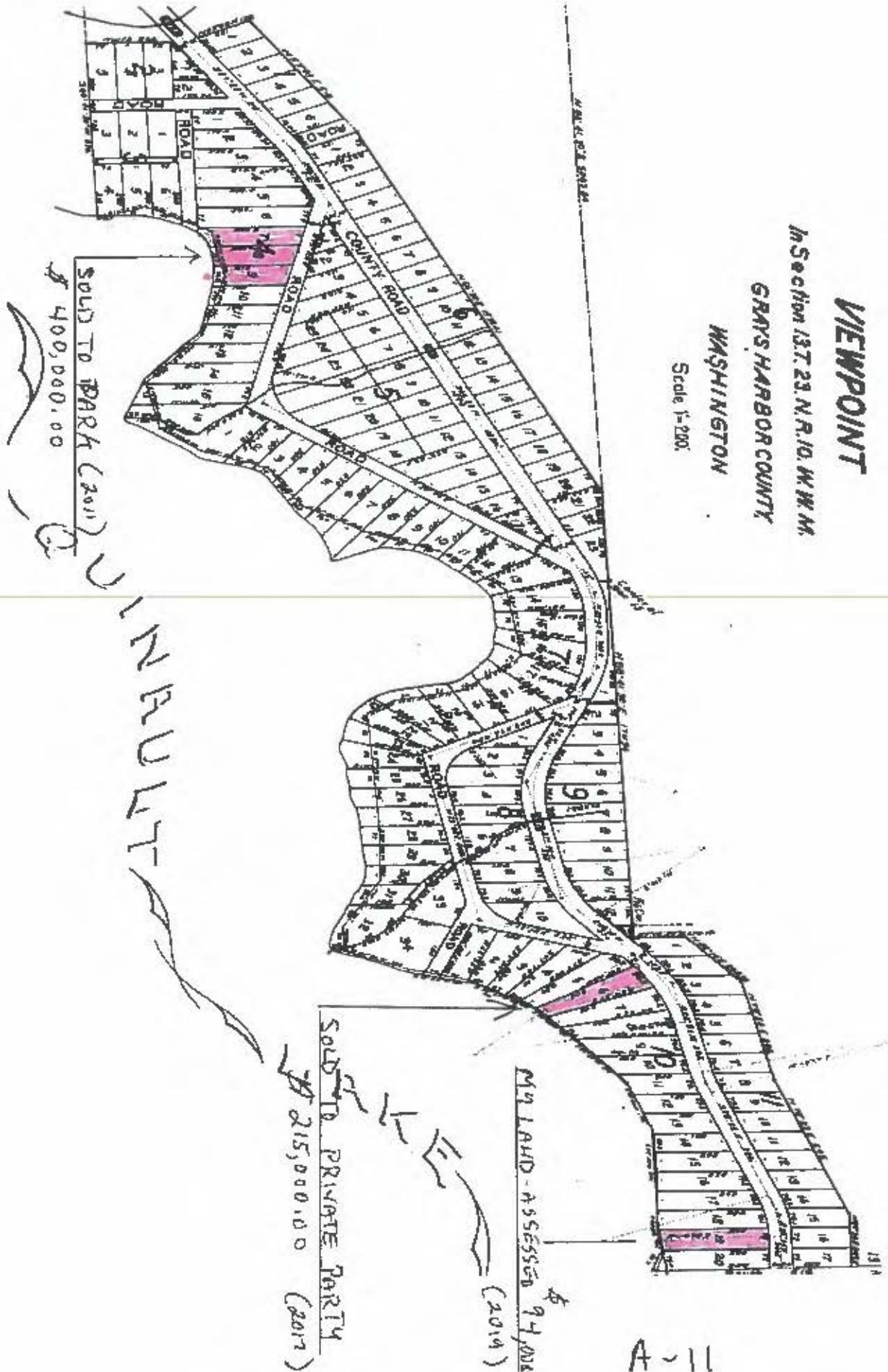
VIEWPOINT

In Section 13 T. 23 N. R. 10. W. W. M.

GRAYS HARBOR COUNTY

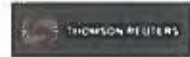
WASHINGTON

Scale 1"=200'





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Dan Lindgren
Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel #: 829501001900
DOR Code: 19 - Residential - Vacation and Cabin
Situs: 376 NORTH SHORE RD
Map Number: 2310-13
Status:
Description: VIEWPOINT LOT 19 BLK 10
Comment:

Owner Name: LANDRETH THOMAS G
Address1: 425 CHENAULT AVE
Address2:
City, State: HOQUIAM WA
Zip: 98550

2019 Market Value		2019 Taxable Value		2019 Assessment Data	
Land:	\$41,250	Land:	\$41,250	District:	097F04C1H2 - 097F04C1H2
Improvements:	\$53,600	Improvements:	\$53,600	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$94,850	Total	\$94,850	Total Acres:	0.00000

Ownership

Owner's Name	Ownership %
LANDRETH THOMAS G	100 %

Sales History

No Sales History

Building Permits

No Building Permits Available

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	LANDRETH THOMAS G	\$41,250	\$53,600	\$0	\$94,850	\$0	\$94,850
2018	LANDRETH THOMAS G	\$41,250	\$53,600	\$0	\$94,850	\$0	\$94,850
2017	LANDRETH THOMAS G	\$41,250	\$53,600	\$0	\$94,850	\$0	\$94,850
2016	LANDRETH THOMAS G	\$41,250	\$56,240	\$0	\$97,490	\$0	\$97,490
2015	LANDRETH THOMAS G	\$41,250	\$56,210	\$0	\$97,460	\$0	\$97,460

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Parcel Comments

No Comments Available

Property Images

Click on an image to enlarge it.

A-11-1



PAYMENT CARTID

Dan Lindgren

Parcel

Owner Name: MORAN JENNIFER

Address1 344 N SHORE RD

Address2:

City, State: AMANDA PARK WA

zip: 98526-9717

2019 Assessment Data

Land: \$33,000 Land: \$33,000 District: 097F04C1H2 - 097F04C1H2

Improvements:	\$77,650	Improvements:	\$77,650	Current Use/DPL:	No
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Permanent Crop:	\$0	Permanent Crop:	\$0
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Total	\$110,650	Total	\$110,650	Total Acres:	0.00000
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Owner's Name
MORAN JENNIFER

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
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12/05/17	I	E226592	SUGDEN LAURA	MORAN JENNIFER	\$215,000
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01/05/04	1	E165126	T2-Conversion Seller	\$0
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No Building Permits Available

Year	Billed Owner	Land	Impr.	PermiCrop Value	Total	Exempt	Taxable
2019	MORAN JENNIFER	\$33,000	\$77,650	\$0	\$110,650	\$0	\$110,650
2018	MORAN JENNIFER	\$33,000	\$77,650	\$0	\$110,650	\$0	\$110,650
2017	MORAN JENNIFER	\$33,000	\$77,650	\$0	\$110,650	\$0	\$110,650
2016	SUGDEN LAURA	\$33,000	\$106,950	\$0	\$139,950	\$0	\$139,950
2015	SUGDEN LAURA	\$33,000	\$104,155	\$0	\$137,155	\$0	\$137,155

Parcel Comments

A-11-2



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Dan Lindgren
Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

Parcel

Parcel #: 829500400900
DOR Code: 11 - Residential - Single Family
Situation: B VIEWPOINT LN
Map Number: 2310-13
Status: EXEMPT FULL YEAR
Description: VIEWPOINT LOT 9 BLK 4
Comment:

Owner Name: USA NATIONAL PARK SERVICE
Address1: 168 S JACKSON ST 2ND FLR
Address2:
City, State: SEATTLE WA
Zip: 98104

2019 Market Value		2019 Taxable Value		2019 Assessment Data	
Land:	\$41,800	Land:	\$0	District:	097F04C1H2 - 097F04C1H2
Improvements:	\$108,225	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$150,025	Total	\$0	Total Acres:	0.00000

Ownership

Owner's Name	Ownership %
USA NATIONAL PARK SERVICE	100 %

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
12/09/11		3	E204388	T2-Conversion Seller	WALTMAN CLAYTON MARY	\$400,000
04/18/08		8	E190250	T2-Conversion Seller		\$0

Building Permits

No Building Permits Available

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	USA NATIONAL PARK SERVICE	\$41,800	\$108,225	\$0	\$150,025	\$150,025	\$0
2018	USA NATIONAL PARK SERVICE	\$41,800	\$108,225	\$0	\$150,025	\$150,025	\$0
2017	USA NATIONAL PARK SERVICE	\$41,800	\$108,225	\$0	\$150,025	\$150,025	\$0
2016	USA NATIONAL PARK SERVICE	\$41,800	\$128,735	\$0	\$170,535	\$170,535	\$0
2015	USA NATIONAL PARK SERVICE	\$41,800	\$126,260	\$0	\$168,060	\$168,060	\$0

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Parcel Comments

No Comments Available

A-11-3



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Dan Lindgren
Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#:	829500400700	Owner Name:	USA NATIONAL PARK SERVICE
DDK Code:	91 - Undeveloped - Land	Address1:	168 S JACKSON ST 2ND FLR
Situs:		Address2:	
Map Number:	2310-13	City, State:	SEATTLE WA
Status:	EXEMPT FULL YEAR	Zip:	98104
Description:	VIEWPOINT LOT 7 BLK 4		
Comment:			

2019 Market Value		2019 Taxable Value		2019 Assessment Data	
Land:	\$41,250	Land:	\$0	District:	097F04C1H2 - 097F04C1H2
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$41,250	Total	\$0	Total Acres:	0.00000

Ownership

Owner's Name	Ownership %
USA NATIONAL PARK SERVICE	100 %

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
12/09/11		3	E204388	T2-Conversion Seller	WALTMAN CLAYTON MARY	\$400,000
04/18/08		8	E190250	T2-Conversion Seller		\$0

Building Permits

No Building Permits Available

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	USA NATIONAL PARK SERVICE	\$41,250	\$0	\$0	\$41,250	\$41,250	\$0
2018	USA NATIONAL PARK SERVICE	\$41,250	\$0	\$0	\$41,250	\$41,250	\$0
2017	USA NATIONAL PARK SERVICE	\$41,250	\$0	\$0	\$41,250	\$41,250	\$0
2016	USA NATIONAL PARK SERVICE	\$41,250	\$0	\$0	\$41,250	\$41,250	\$0
2015	USA NATIONAL PARK SERVICE	\$41,250	\$0	\$0	\$41,250	\$41,250	\$0

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Parcel Comments

No Comments Available

A-11-4



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Dan Lindgren
Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

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Parcel

Parcel#: **829500400800**
 DOA Code: **18 - Residential - All other**
 Situs:
 Map Number: **2310-13**
 Status: **EXEMPT FULL YEAR**
 Description: **VIEWPOINT LOT 8 BLK 4**
 Comment:

Owner Name: **USA NATIONAL PARK SERVICE**
 Address1: **168 S JACKSON ST 2ND FLR**
 Address2:
 City, State: **SEATTLE WA**
 Zip: **98104**

2019 Market Value		2019 Taxable Value		2019 Assessment Data	
Land:	\$41,800	Land:	\$0	District:	097F04C1H2 - 097F04C1H2
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$41,800	Total	\$0	Total Acres:	0.00000

Ownership

Owner's Name	Ownership %
USA NATIONAL PARK SERVICE	100 %

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
12/09/11		3	E204388	T2-Conversion Seller	WALTMAN CLAYTON MARY	\$400,000
04/18/08		8	E190250	T2-Conversion Seller		\$0

Building Permits

No Building Permits Available

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	USA NATIONAL PARK SERVICE	\$41,800	\$0	\$0	\$41,800	\$41,800	\$0
2018	USA NATIONAL PARK SERVICE	\$41,800	\$0	\$0	\$41,800	\$41,800	\$0
2017	USA NATIONAL PARK SERVICE	\$41,800	\$0	\$0	\$41,800	\$41,800	\$0
2016	USA NATIONAL PARK SERVICE	\$41,800	\$3,840	\$0	\$45,640	\$45,640	\$0
2015	USA NATIONAL PARK SERVICE	\$41,800	\$3,840	\$0	\$45,640	\$45,640	\$0

[View Taxes](#)

Parcel Comments

No Comments Available

A-11-5

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

THOMAS G. LANDRETH

v.

UNITED STATES

No. 19-2260

ENTRY OF APPEARANCE

(INSTRUCTIONS: Counsel should refer to Federal Circuit Rule 47.3. Counsel must immediately file an updated Entry of Appearance if representation changes, including a change in contact information. Electronic filers must also report a change in contact information to the PACER Service Center. Pro se petitioners and appellants should read paragraphs 1 and 18 of the Guide for Pro Se Petitioners and Appellants. File this form with the clerk within 14 days of the date of docketing and serve a copy of it on the principal attorney for each party.)

Please enter my appearance (select one):

☐ Pro Se☒ As counsel for:

UNITED STATES

Name of party

I am, or the party I represent is (select one):

☐ Petitioner☐ Respondent☐ Amicus curiae☐ Cross Appellant☐ Appellant☒ Appellee☐ Intervenor

As amicus curiae or intervenor, this party supports (select one):

☐ Petitioner or appellant☐ Respondent or appellee

Name:

Isaac B. Rosenberg

Law Firm:

U.S. Department of Justice, Civil Division, Commercial Litigation Branch

Address:

P.O. Box 480, Ben Franklin Station

City, State and Zip:

Washington, DC 20044

Telephone:

202.607.6058

Fax #:

202.307.0972

E-mail address:

Isaac.B.Rosenberg@usdoj.gov

Statement to be completed by counsel only (select one):

☒ I am the principal attorney for this party in this case and will accept all service for the party. I agree to inform all other counsel in this case of the matters served upon me.

☐ I am replacing _____ as the principal attorney who will/will not remain on the case. [Government attorneys only.]

☐ I am not the principal attorney for this party in this case.

Date admitted to Federal Circuit bar (counsel only):

This is my first appearance before the United States Court of Appeals for the Federal Circuit (counsel only): ☐ Yes ☒ No

☐ A courtroom accessible to the handicapped is required if oral argument is scheduled.

Date

August 12, 2019

Signature of pro se or counsel

/s/ Isaac B. Rosenberg

cc:

Thomas G. Landreth

Reset Fields

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on this 12th day of August, 2019, I caused a copy of the foregoing "ENTRY OF APPEARANCE" to be filed with the Court.

☐ This filing was served electronically on all registered parties by operation of the Court's electronic filing system.

☒ I also caused a copy of this filing to be served via

☐ hand delivery

☒ mail

☐ third-party commercial carrier for delivery within 3 days

☐ electronic means, with the written consent of the party being served

upon the following addressee(s):

Thomas G. Landreth
425 Chenault Avenue
Hoquiam, WA 98550

/s/ Isaac B. Rosenberg

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