

**IN THE FEDERAL COURT OF APPEALS
FOR THE FEDERAL DISTRICT
Case No. 19-2260**

THOMAS G. LANDRETH

Plaintiff-Appellant

V.

**Motion to admit corrected Plaintiff's
Response to Defendant's -Appellee
Informal Brief , exceeding 15 pages.
Case No. 2019-2260**

THE UNITED STATES

Defendant-Appellee.

**Plaintiff-Appellant's Corrected Response to
Defendant's-Appellee Informal Brief and Supplemental Appendix**

Pursuant to Letter of NOTICE OF NON-COMPLIANCE LETTER

**I respectfully submit this corrected informal reply brief exceeding 15 pages in the
form of a motion to admit due to the myriad of arguments and improper actions
indicated in Defendant's-Appellee Informal Brief and the Decision of the Court.**

INTRODUCTION

26 The causation of this case is the wrongful felonious acts of the Quinault Indian
27 Tribe/Nation in closing and barring my and all non-Quinault Indian people to the
28 historical access and use of navigable Lake Quinault, located in the State of
29 Washington. Lake Quinault was placed within the Olympic Forest Reserve in 1897,
30 1902, and 1907 via Presidential Proclamation. (B-9) The State of Washington
31 asserts ownership of all navigable water in the State of Washington in their
32 Constitution in Article XVII. (B-3) The felonious acts committed, by the Quinault
33 Indian Tribe violates Federal and Washington State laws.

34 The public land laws of, the United States prohibits navigable water from being
35 owned by any one or more persons. Navigable water is held in trust by the
36 Federal and State Governments for the use of all people.

37 The Federal Government must provide navigational servitude to all people in
38 the use and access of all navigable water up to the ordinary high water mark.

39 Documents from the General Land Office and the Bureau of Land Management
40 validate Lake Quinault was placed within the Olympic Forest Reserve and is
41 considered navigable water according to Title 33 U.S. Code.

42 **STATEMENT OF PLAINTIFF-APPELLANT**

43 I represent myself Pro-Se out of necessity and do not have any legal law
44 training. Previous suits to resolve this same problem of civil rights violations by

the Quinault Indian Tribe has been very elusive. I may not articulate as a learned attorney but do the best I can being a common citizen in protecting my Constitutional Rights violated in 2013-2014 by a sovereign Government.

I allege all the wrongs placed upon me by the Quinault Indian Tribe/Nation did in fact take place and have not been resolved. Every time I go to my summer vacation cabin I worry about what may be coming next from the Quinault Indian Tribe/Nation.

The Quinault Indian Tribe was never given the rights and privileges to

Lake Quinault

I. Nature of the case and jurisdictional Statement

On July 25, 2019 the United States Federal Court of Claims did issue its Judgment dismissing my Amended complaint without prejudice regarding my civil rights as explained in the Constitution of the United States, the Bill of Rights as well as State and Federal statutes.

The Court's dismissal claims my myriad, of complaints are over a century too late and insufficient to support my alleged claims of wrong placed upon me by the Quinault Indian Tribe/Nation.

When I read the jurisdiction of the United States Federal Court of claims as a common citizen, it appears the Court of Claims has jurisdiction over all matters

stemming from the Constitution which includes many amendments and clauses. As a common citizen without a legal background it is easy to get confused about what the language really means. Not having a legal background creates an uneven playfield when a common citizen must defend his civil rights against a sovereign Government which is the case at present.

The Constitution of the United States established civil rights for all people including the Indian people as declared in 25 U.S. Code @1302 which defines the Constitutional Rights of self governing Indian Tribes, such as the Quinault Tribe, and states No Indian Tribe in exercising powers of self-government shall (1) make or enforce any law prohibiting the free exercise of the right of the people peaceably to assemble and to petition for redress of grievances. (2) violate the right of the people to be secure in their persons, houses, papers, and effects.

I allege the Quinault Indian Tribe did deny me the right to peaceably assemble on navigable Lake Quinault from April 2013 to – April 2014 using armed Quinault Indian Police Patrols and are now denying me the opportunity for relief under the claim of immunity.

I allege the Quinault Indian Tribe did violate my right to be secure in my person, house and legally obtained property rights on the north shore of Lake

84 Quinault. Intimidation is still present in 2019 because I do not know what the
85 Quinault Indian Tribe will do next. I as a private property owner of land within
86 the Olympic National Park does not have any idea about what our elected
87 representatives are planning to present to Congress to eliminate our ownership
88 of private land as has been done in the recent past.

89 The United States Congress enacts the U.S. Codes and Congressional Acts the
90 same as ratifying the Quinault Indian Treaty in 1859. All these Congressional
91 Acts are from the Constitution adopted in 1787. All ratified Indian Treaties are a
92 part of the law of the land the same as the open and free use of all navigable
93 water within the United States. The Constitution provides the Federal
94 Government must protect and maintain the navigational servitude of all
95 navigable water to all people up to the ordinary high water mark.

96 The adoption of Indian Treaties creates a binding obligatory contract on all
97 signatory to the treaty and includes the express trust and fiduciary
98 responsibility to fulfill the obligatory binding contract on both parties.

99 My reading of the United States Federal Court of Claims decision admits the
100 Quinault Indian Tribe did take from me my civil rights when the Quinault Indian
101 Tribe illegally took ownership control using armed Quinault Indian Police to
102 ensure no non-Quinault Indian people entered or used navigable Lake Quinault

103 for any and all reasons in April of 2013. The Quinault Indian Tribe notified the
104 Director of the Washington State Department of Ecology what the Tribe was
105 going to do on April 16, 2013 (B-4) under Quinault Nation Laws. The Director
106 did nothing to prevent the takeover of the Lake. The Governor's Office was
107 notified and they did nothing to prevent the takeover of the lake. The two
108 elected Senators from Washington State were notified and did nothing to
109 protect the rights of non-Quinault Indians. The elected Representative to
110 Congress was notified and he did nothing to prevent the denial of civil rights of
111 non-Quinault citizens. The Sheriff of Grays Harbor County was notified and did
112 nothing to protect the rights of non-Quinault Indian people. Federal
113 government agencies were notified and did nothing to protect the non-Quinault
114 Indian people. Washington State agencies were notified and did nothing to
115 protect the rights of non-Quinault Indian people. The Olympic National Park did
116 nothing to protect my civil rights or the purpose of the Park. Visitors to the park
117 were not allowed to use navigable Lake Quinault.

118 PRIVITY

119 Privity doctrine of contract is a common law principle which provides that a
120 contract cannot confer rights or impose obligations upon any person who is not
121 a party to the contract.

Third-party beneficiary: If the parties to the contract intend a third party to be able to sue for enforcement of a promise made in the contract, then that person is a *third-party beneficiary*

I allege I am at least a third party beneficiary to the 1856 Treaty of Olympia and the constitution of the United States along with the Bill of Rights. I benefit from these Congressional Acts as a common citizen. I am also the “property of such citizens” located in Article 8 of the Treaty of Olympia. Default of the Indian Agent allows for me to achieve redress for property taken.

ABANDONMENT

The Appellee states that I have abandoned my previous complaints regarding nuisance, trespass, conversion, obstruction of navigable water, color of the law, etc. I allege in not so many perfect work phrases, the Quinault Indian Tribe did in fact deprive me of all those things as well as the full enjoyment of my land which is found in U.S. Code Title 16 @ 255, Effect on existing homestead. “or entryman to the full use and enjoyment of his land,”

The Homestead land patent issued to the Higley family in 1906 for the land on the north shore of Lake Quinault includes “To have and to hold the said tract of land with the appurtenances thereof,” which would include the free and open use of navigable Lake Quinault. (certificate number 2197)(B-1)

141 I have not abandoned the Treaty of Olympia which establishes the express
142 trust responsibility on both parties to that binding obligatory contract.

143 The Federal Government, namely Congress, must provide fiduciary
144 responsibility to the signatory to the Indian Treaties and fiduciary responsibility
145 to the common citizens when it sends tax dollars from all citizens to Indian
146 tribes.

147 **TIME BARRED**

148 All wrongful acts in violation of criminal or civil laws are adjudicated upon
149 historical cases over many years or decades. To time bar violations occurring
150 prior to 2013 seems to create an uneven scale of justice.

151 **CONVERSION/TAKING**

152 The 1856 Treaty of Olympia was ratified by Congress in 1859. In that time
153 period ownership of navigable water was prohibited by the Constitution itself.
154 (Oregon v. Corvallis Sand & Gravel, 429 U.S. 363, 374 (1976).

155 The claim of ownership of navigable Lake Quinault and its shore land up to
156 the ordinary high water mark is repugnant to the Constitution of the United
157 States. In Shively v. Bowlby the Supreme Court delineated three such
158 exceptions to conveying submerged lands into private ownership. The Court
159 said; *"We cannot doubt, therefore, that Congress has the power to make grants*

160 *of lands below the high water mark of navigable waters in any Territory of the*
161 *United States, whenever it becomes necessary to do so in order to perform*
162 *international obligations, or to effect the improvement of such lands for the*
163 *promotion and convenience of commerce with foreign nations and among the*
164 *several states, or to carry out other public purposes appropriate to objects for*
165 *which the United States hold the Territory.” All Territories were held in trust for*
166 *the future states. Eliminating ownership of navigable water to the new state*
167 *would place that state in a lesser position than all previous states admitted to*
168 *the United States.*

169 The conversion of the shore land to the alleged claim of the Quinault Indian
170 Tribe’s ownership is illegal taking from the United States. The United States
171 now must enforce the Treaty of Olympia specific to Article 8 of the treaty. This
172 article is the law for depredation violations and both parties agreed to that
173 treaty.

174 As a beneficiary third party to both the Treaty of Olympia and the
175 Constitution of the United States I am privy to the contract. I have been
176 harmed by the Quinault Indian’s claim of ownership of the lake bed and shore
177 land of navigable Lake Quinault.

178 President Grant did not have the authority to give ownership of navigable
179 water to any Indian Tribe.

180 The Takings clause . is not addressed to the action of a specific branch or
181 branches. It is concerned simply with the act, and not with the governmental
182 actor (nor shall private property be taken.)

183 My legally obtained real property rights were taken by the Quinault Indian
184 Tribe/Nation.

185 The public land laws of the United States, allows the ownership/use of shore
186 land which accretes in front of all water bodies.

187 UNDERSTANDING

188
189 Article 13 of the 1856 Treaty of Olympia says this treaty shall be obligatory, on
190 the parties as soon as the same is ratified by the Senate and the President of
191 the United States. I allege this is a congressional act. Article 8 of the treaty is
192 alleged by the Appellee not to be money mandating unless proven before the
193 agent. When, the Indian Agent working on behalf of the Bureau of Indian
194 Affairs and making decisions regarding the fiduciary responsibility of his/her
195 office will include approval from the supervisors monitoring the activities of
196 said agent. The agent will not be making the decision alone. Default is defined

197 as a failure to act. In this case the Indian agent failed to act on emails sent to
198 him by the Appellant.

199 **GOVERNMENT TO GOVERNMENT**

200 Article 13 of the Treaty of Olympia seems to be ignored. Treaties and
201 Supreme Court Decisions established the Indian Treaties were legal government
202 to government agreements between two legitimate governments—when the
203 United States and Indian Tribes signed the treaties it established the Express
204 trust relationship agreement and each signatory to the treaties are expected to
205 uphold what they agreed to. I allege the Federal Government must fulfill the
206 default committed by the Indian Agent for the crimes committed by the
207 Quinault Indian Tribe/Nation. Using the agreed to language in Article 8 of the
208 Treaty of Olympia.

209 **II. SUBJECT MATTER JURISDICTION**

210 The Jurisdiction of the Federal Court of Claims has jurisdiction over my
211 complaint regarding violations of the Constitution by the Quinault Indian
212 Tribe/Nation. The Court of Claims has been adjudicating Indian depredations
213 since its inception in 1855 and certainly must continue.

214 The Federal Court of Claims and Federal District Courts have concurrent
215 authority to adjudicate under the Tucker Act. (28 U.S.C. 41(20) This includes

claims founded upon any breach of contract/Indian Treaty, express trust responsibility, fiduciary responsibility, express or implied contract with the Government of the United States. The 1856 Treaty of Olympia is an obligatory contract upon all signatory to the Treaty of Olympia. The United States Congress has plenary power over all Indian Tribes in the United States. The Congress of the United States funds the many Indian Tribes with tax dollars from all citizens. (Fiduciary responsibility)

The Court of Claims has the judicial power derived from the Congressional power "to pay the debts.....of the United States," which it is free to exercise through judicial as well as non-judicial agencies.

The redress of depredations committed by the Quinault Indian Tribe is embedded in Article 8 of the 1856 Treaty of Olympia which is stated as being the supreme law of the land. Since the United States is a nation of laws, and places no person or entity above the law, it follows without fail that all laws of the United States must be enforced.

The Washington State Constitution states in Article one section two. "Supreme law of the land; *The Constitution of the United States is the supreme law of the land.*"

234 Under the Constitution and common law adopted by Washington State in
235 1889 it is the duty of the judicial system to maintain for all people to not be
236 deprived of life, liberty, or property, without due process of law.

237 The actions of the Quinault Indian Tribe/Nation in 2013 violated all these
238 mandates.

239 To achieve redress from these harms/wrongs by a sovereign entity seems to
240 be impossible for the common citizen. Sovereign governments cannot be sued
241 unless the sovereign government agrees to the suit. In this case the Quinault
242 Indian Tribe/Nation has claimed immunity and will, it appears, claim immunity
243 for all of its actions.

244 My complaint and suffering harm continues at the hand of the judicial
245 system which requires and sometimes eliminates the possibility for a common
246 citizen to achieve redress for harms committed by a sovereign government.

247 The Court of Appeals thought that the obstacles to joining private parties, as
248 parties defendant, in suits against the Government are procedural only, and
249 that while no procedure is provided whereby the Court of claims can adjudicate
250 the rights of private parties in suits against the Government, that court is
251 nevertheless free to adopt such a procedure. (Cf. 28 U.S.C. @263)(United
252 States v. Sherwood No. 500, Supreme Court of the United States)

253 The rights conferred by the Civil Rights Act of April 20 1871, to maintain a
254 suit in equity in the federal courts to protect the suitor against a deprivation of
255 rights or immunities secured by the Constitution has been preserved and
256 whenever the right one of personal liberty taken away by an Indian Tribe acting
257 under the authority of the United States under a obligatory Treaty/Law of the
258 land there is relief found in the only court that can dismiss immunity by a
259 sovereign government. That is the Federal Court of Claims.

260 The United States Congress entered into a Treaty in 1856 with the Quinault
261 Indian Tribe along with the Quileute, Hoh and Queets Indian Tribes. The 1856
262 Treaty of Olympia has been claimed to be the supreme law of the land and is a
263 part of the Constitution of the United States and is given with express trust
264 responsibility by all signatory to that treaty. The Quinault Indian Tribe has been
265 declared the governing Indian Tribe over all Indians of the entire Quinault
266 Indian Reservation and is recognized as such by the United States Federal
267 Government. The Quinault Indian Tribe/Nation is acting under the authority
268 given to it by the United States Congress, which holds plenary power over all its
269 decisions and actions. The United States Congress is expected to honor its part
270 of the 1856 Treaty of Olympia under its express trust responsibility, fiduciary,
271 and common law responsibility.

272 The Quinault Indian Tribe is expected to uphold its end of that express trust
273 responsibility and abide by all Articles agreed to in the 1856 Treaty of Olympia.

274 Article 8 of the Treaty of Olympia finds the promise and pledge of the Indian
275 Tribes signatory to the Treaty of Olympia to be friendly and commit no
276 depredations upon any white citizens, and if it is proven before the Indian
277 Agent the Treaty of Olympia states the restitution for the depredations
278 committed may be paid out of their annuities. This is not a case sounding in tort
279 but resolving a crime committed by the Quinault Indian Tribe using the law all
280 parties agreed to abide by. It is enforcing an agreed upon binding
281 contract/treaty.

282 The Federal Government will pay the Quinault Indian Tribe/Nation its annual
283 annuities out of the United States Treasury and fulfill its fiduciary responsibility.
284 It is within the power of the Federal Court of Claims to designate a portion of
285 that annuity to redress the recipient of harms committed by the Quinault Indian
286 Tribe.

287 When the Indian Agent in charge of the Quinault Indian Reservation, Gregory
288 Masten, ignored communications regarding the violations of the 1856 treaty he
289 committed the failure to act as required by that treaty which is a default. This
290 creates the need to achieve redress from the sovereign entity that agreed to

291 the 1856 Treaty of Olympia, which is the United States Federal Government.

292 (We the people)

293 The Court of Claims has the authority to force a party to participate in any legal
294 proceeding either as a defendant or plaintiff. In this case it seems the court has
295 the authority to enjoin the Quinault Indian Tribe/Nation and the Indian Agent in
296 charge of the Quinault Indian reservation, who is employed by the Bureau of
297 Indian Affairs and makes decisions based upon the leadership decisions of the
298 Bureau of Indian Affairs. The agent does not act alone.

299 **STATEMENT OF FACTS**

300 Lake Quinault has been and continues to be a navigable water body within
301 the United States since the signing of the 1846 Oregon Territory Treaty with
302 England.

303 Prior to the signing of the 1846 Oregon Territory Treaty Lake Quinault and
304 the lower Quinault River have been used as navigable water for commerce and
305 ownership of the land and water has been with a foreign nation.

306 The 1787 Northwest Ordinance is embedded in the Constitution of the
307 United States requiring all navigable water to remain open and free to all
308 people forever.

309 The Congressional Act of May 18, 1796 established the Surveyor General of
310 the United States and under Article 9 of the act it states that all navigable rivers
311 will remain as public highways.

312 The 1815 Commerce Treaty between the United States and Great Britain
313 gave both countries the open and free use of all navigable rivers.

314 The 1818 Joint Occupation Treaty with England agreed that all navigable
315 rivers, creeks, streams, lakes etc. will remain open and free to all people
316 forever. This treaty was specific to the northwest coast of America. (Oregon
317 Country)

318 The 1846 Oregon Territory Treaty embedded the 1787 Northwest Ordinance
319 and established, open and free navigable water to all people forever.

320 The 1848 Congressional Act creating the Oregon Territory embedded the
321 1787 Northwest Ordinance for all navigable water to remain open and free to
322 all people. (B-7)

323 The 1850 Congressional Act dated September 27, 1850 creating the "office of
324 surveyor general of public lands in Oregon and to provide for the survey, and to
325 make donations to settlers of the said public lands." Also in september of 1850
326 the Secretary of the Interior issued a circular regarding un-surveyed scrip land
327 of Indian Tribes which provides that according to the treaty the land is to be

328 selected by the President, but the selections cannot be effected until surveys
329 are made and plats officially returned; that such plats must be the basis of
330 selection, and *consequently locations on un-surveyed lands are not legally*
331 *admissible.* (B-5) The public land laws prohibit giving ownership of navigable
332 Lake Quinault to the Quinault Indian Tribe/Nation. The land surrounding Lake
333 Quinault was not surveyed until after Washington Territory achieved statehood
334 in 1889. The first officially accepted survey by the Surveyor General/General
335 Land Office of the Quinault Indian Reservation did not occur until 1904. (B-6)

336 As a common citizen the above information establishes the enlarged
337 Quinault Indian Reservation by Executive Order of President Grant could not be
338 effected until the land was surveyed, plat maps made and returned prior to
339 reserving specific land because the survey is the basis of selections.

340 Until the Quinault Indian Reservation was officially accepted in 1904 the land
341 area and navigable Lake Quinault was under the jurisdiction and ownership of
342 the new Washington State as determined by the Equal Footing Doctrine. The
343 1873 Executive Order issued to enlarge the Quinault Indian Reservation only
344 restricted entry and settlement. The Order did not ban entry.

345 The 1853 Congressional Act creating Washington Territory embedded the
346 1787 Northwest Ordinance requiring all navigable water to remain open and
347 free to all people forever. (B-8)

348 Governor Isaac Stevens of the Washington Territory was authorized to
349 establish Treaties with all Indian Tribes and locate or re-locate all Indian Tribes
350 to one or two Indian Reservations but was not authorized to treat away any
351 function of the federal government. One major function of the Federal
352 Government is its control and jurisdiction over all navigable water within the
353 United States and to give away ownership of navigable water would be
354 repugnant to the Constitution of the United States.

355 In 1862 Deputy Surveyor Alleck Smith of the General Land Office surveyed
356 the original Quinault Indian Reservation which was known as Greenville. The
357 survey by Mr. Smith was adopted by the Surveyor General of the Washington
358 Territory in 1862. The original map and some field notes were retrieved from
359 the Bureau of Land Management and the same information was retrieved from
360 the Washington State Secretary of States' Office.

361 The original reserved land for the use and occupancy of the signatory Indian
362 Tribes to the Treaty of Olympia appears on the official maps submitted with the
363 Annual Report of the Commissioner of Indian Affairs in 1865.(B-2)

364 The Congressionally approved Mining Act of 1866, 1870 and 1872 officially
365 severed all non-navigable water from being considered to be within the public
366 domain. (McCarren Amendment) This act established that all navigable water is
367 within the public domain and is held in trust for all people to be used for any
368 beneficial use such as recreation, bathing, swimming, boating, etc.

369 In 1873 the President of the United States enlarged the original reservation
370 from about 42,000 acres to about 200,000 acres of land to allow all fish eating
371 Indian Tribes residing on the southwest coast of the Washington Territory to re-
372 locate to the newly enlarged reservation. The population of the Quinault Indian
373 Tribe was about 400 people in 1873. The Executive Order included the original
374 1862 survey of Alleck Smith to be included within the enlarged Indian
375 reservation.

376 It has been established by the Federal Court of Claims that the Quinault
377 Indian Tribe/Nation is not the exclusive owner of the Quinault Indian
378 Reservation but is the governing Indian Tribe for all Indians within the boundary
379 of the Quinault Indian Reservation.

380 The actions of the Quinault Indian Tribe in 2013 seems to violate 25 U.S.
381 Code @ 1302 Constitutional Rights of self governing Indian Tribes which
382 includes, *(no Indian tribe in exercising powers of self government shall violate*

383 *the right of the people to be secure in their persons, houses, papers, and effects*
384 *or take any private property for a public use without just compensation.) My*
385 *legally obtained property rights as a riparian/littoral owner of land abutting*
386 *navigable water was taken by the Quinault Indian Tribe/Nation using armed*
387 *Quinault Police Patrols under color of the law. (Chapter 13 @ 242 Deprivation*
388 *of rights under color of law)*

389 The actions of the Quinault Indian Tribe in 2013-2014, seems to violate
390 another important *Chapter 13...Civil Rights @ 241 Conspiracy against rights. (If*
391 *two or more persons conspire to injure, oppress, threaten, or intimidate any*
392 *person in any state, Territory, Commonwealth, possession, or District in the free*
393 *exercise or enjoyment of any right or privilege secured to him by the*
394 *Constitution or laws of the United States, or because of his having so exercised*
395 *the same; or if two or more persons go in disguise on the highway, or on the*
396 *premises of another, with intent to prevent or hinder his free exercise or*
397 *enjoyment of any right or privilege so secured---they shall be fined under this*
398 *title or imprisoned not more than ten years, or both;)*

399 I allege the Quinault Indian Tribe/Nation did use constant armed and maybe
400 unarmed boat patrols on Lake Quinault placing fertilizer into navigable Lake

401 Quinault to enhance the growth of salmon from April 2013-2014. These boats
402 had the same effect as the uniformed armed police patrol boats. (Intimidation)

403 Indian Reservations were created for a public purpose. The Quinault Indian
404 Tribe does not have eminent domain authority since all land within the
405 boundary of the Quinault Indian Reservation is owned by the United States
406 Federal Government and held in trust for their use and occupancy.

407 Commanding ownership and control over a navigable waterway to the
408 detriment of all non-Quinault Indian people is and was a crime under Title 43,
409 chapter 22 @931 which states, *"All navigable rivers within the territory*
410 *occupied by public lands, shall remain and be deemed public highways, and, in*
411 *all cases where the opposite banks of any streams not navigable belong to*
412 *different persons, the stream and bed thereof shall become common to both."*

413 In Chapter 18-Survey of public lands @ 751 it is stated *"The public lands shall be*
414 *divided by north and south lines rung according to the true meridian, and by*
415 *others corssing at right angles, so as to form townships of six miles square,*
416 *unless where the line of an Indian reservation, or of tracts of land surveyed or*
417 *patented prior to May 18, 1796, or in the course of navigable rivers, may render*
418 *this impracticable; and in that case the rule must be departed from no further*
419 *than such particular circumstances require."*

420 The Washington Territory achieved statehood in November of 1889 and
421 gained ownership of all things within its boundary including all navigable water
422 under the Equal Footing Doctrine.

423 **SUMMARY OF APPELLEE INFORMAL BRIEF**

424 The Defendant-Appellees Informal Brief contained 49 pages of improper
425 actions by Plaintiff. The Informal Brief clearly demonstrates why a common
426 citizen is not entering an even playfield or even scale of justice.

427 A common citizen cannot possibly articulate the laws, know the laws,
428 constitution, lawful definitions of words, case history, legal terms, use the
429 proper protocol, to defend his/her civil rights against a sovereign.

430 The only method usable for the common citizen is to inform the court his
431 side of the story and identify the wrongs committed upon him/her by any
432 sovereign.

433 Financial status of the common citizen in defending his/her rights is the
434 biggest determining factor, as is the present case.

435 **PRIOR COMPLAINTS**

436 The Defendant-Appellee states that I Have abandoned my prior complaints.
437 This is not true, I continue to search for some way to have my civil rights
438 returned to me and not be a second class citizen as I now have been deemed

439 due to the immunity given to the Quinault Indian Tribe for any and all offenses
440 committed upon non-Quinault people.

441 It is unsettling to know the Indian Tribes of today know what their ancestors
442 thought when the Indian Treaties were agreed to by the many Indian Tribes
443 during the Indian Wars of that time period. Indian Wars were what demanded
444 the making of treaties by the Federal Government. If no treaties were made,
445 would the Indian Tribes have survived?

446 The signing of the Oregon Territory Treaty with England required the United
447 States to settle the land and have ownership of the land. The Indian Tribes
448 rightly defended their way of life and were not successful in that defense except
449 through Treaties with the new government.

450 The Appellant Brief definitely made it clear that I do not know the law or how
451 the law works and I must suffer the consequences of attempting to protect
452 what I believe are my rights as a citizen of the United States with the protection
453 of the Constitution and Bill of Rights.

454 It seems to me the Quinault Indian Tribe can do whatever it desires inside or
455 outside of the Quinault Indian Reservation without consequence.

456 No one person or entity is above the law.

457 **ASSAULT**

458 The Appellee referenced assault was claimed by me. I was never personally
459 physically assaulted by the Quinault Indian Tribe, however the Quinault Indian
460 Tribe did take away my civil rights.

461 **TORTIOUS INTERFERENCE**

462 This is a perfect example of the lack of knowledge when it comes to the law
463 and the rules of law. All I know is the Quinault Indian Tribe did take away my
464 civil rights regarding the access and use of the shore land that accretes in front
465 of my private property every summer and is within the boundary of the Olympic
466 National Park. My civil rights to the access and use of navigable Lake Quinault
467 was also taken by the Quinault Indian Tribe and any attempt to hold the
468 Quinault Indian Tribe accountable has been rejected by the courts and claims of
469 immunity by sovereign governments. I used legal council to defend my rights
470 and that did not work in two courts. My last chance to recover my civil rights to
471 the free and open use of my legally obtained private property is the Court of
472 Claims which has historically adjudicated Indian Depredations. If not this court
473 what court?

474 **CLAIMS TURN ON ARTICLE EIGHT**

475 The Appelle in footnotes exhausting their claims before the agent before
476 filing suit and alleges I have not done so. I argue that I have met the

477 requirements of Article Eight of the Treaty of Olympia by submitting my
478 complaint to the Indian Agent as stated in Article 8. Article eight does not
479 require notification to any other official of the Federal Government. Article 8 of
480 the treaty seems to be talking about individual Indians acting alone without
481 directives from the Quinault Indian Tribe/Nation leadership.

482 The Quinault Indian Tribal Business Committed under the direction of the
483 President of the Quinault Indian Tribe/Nation directed the armed police patrols
484 to enforce tribal law on navigable Lake Quinault. Therefore the Quinault Indian
485 Tribe and not individual Indians are at fault for all civil rights violations and
486 criminal acts committed by them.

487 I did in fact submit my complaint to the Indian Agent in 2018. I also
488 submitted notice of my civil rights violations to the Portland Office of the
489 Bureau of Indian Affairs and received notice via letter that the director of that
490 office received my letter on February 14, 2018.

491 I have satisfied notification according to Hebah v. United States, 428 F ,2d 1334,
492 1340 (1970).

493 **CONCLUSION**

494 The causation of this suit is the actions of the Quinault Indian Tribe/Nation in
495 the closure of navigable Lake Quinault in 2013-2014.

496 The closure of the lake included armed Quinault Indian Police and unarmed
497 Quinault Indian people placing fertilizer into navigable Lake Quinault water to
498 enhance the growth of salmon. These actions were at the directions of the
499 President and Business Committee of the Quinault Indian Tribe/Nation.

500 The private land on the north shore of Lake Quinault is privately owned and
501 located within the Olympic National Park a Federal Enclave. The Olympic
502 National Park has exclusive jurisdiction over the land within the boundary of the
503 park and has extraterritorial jurisdiction over areas outside the park that
504 enhance or are contrary to the purpose of the Olympic National Park. The
505 Olympic National Park did not hesitate to support the Quinault Indian Tribe in
506 the illegal taking of my civil rights as did the State of Washington.

507 It has been the intent of the Quinault Indian Tribe to have total control of all
508 the land area surrounding navigable Lake Quinault and attempted to do so in
509 1939 with a BILL to the Congress of the United States to purchase all the land
510 around the lake as well as the lake bed. This BILL was rejected.

511 In 1938 the land on the north shore of Lake Quinault was placed within the
512 Olympic National Park.

513 In 1924 the entire land area surrounding Lake Quinault, except the west
514 shore, which is the Quinault Indian Reservation, was confirmed to be the Lake
515 Quinault Recreational Area.

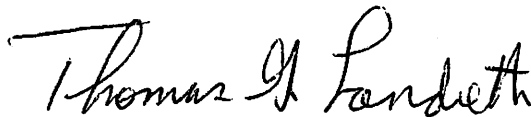
516 The Congress of the United States has now been convinced and included the
517 north shore of Lake Quinault should now be designated as Wilderness. The
518 designation into Wilderness did not consider the impact upon the private
519 property not within the Wilderness area but along the north shore of the lake.
520 The latest designation of Wilderness area on the north shore of Lake Quinault is
521 now claimed the Daniel Evans Wilderness area. North Shore property owners
522 have not been notified of or ask to comment on, the first wilderness
523 designation nor the latest name change. Our family has owned our land since
524 1943 and do not have any letters from the government regarding the
525 wilderness area designation. This designation eliminated the Lake Quinault
526 Recreational Area and definitely establishes the intent of the Federal
527 Government to eliminate all private property within the Olympic National Park,
528 not by eminent domain but by pressure and restrictions of use.

529 The south shore of the lake is recreational homes and land under or within
530 the Olympic National Forest.

531 Finally, I do apologize for the size of this Informal Brief response, but due to
532 the information in the 49 page brief from the Appellant I believe I have covered
533 my complaint and probably could have made a much longer response. I thank
534 the court for its indulgence of my lack of knowledge concerning the laws and
535 proper protocol or articulation of those laws and rules.

536 I respectfully submit this Informal Response Brief for your consideration of my
537 request for adjudication of my complaint.

538 Thank you

539 

540 Thomas G. Landreth
541 425 Chenault Avenue
542 Hoquiam, Washington 98550
543 Home; 360-533-5578
544 Cell; 360-581-6266
545 Email; tbland100@gmail.com
546

CERTIFICATE OF SERVICE


I CERTIFY, I CAUSED A COPY OF MY CORRECTED INFORMAL RESPONSE BRIEF BY
UNITED STATES POSTAL SERVICE ON OCTOBER 2, 2019 TO THE FOLLOWING

ISAAC B. ROSENBERG, TRIAL ATTORNEY
CIVIL DIVISION
U.S. DEPARTMENT OF JUSTICE
P.O. BOX 480
BEN FRANKLIN STATION
WASHINGTON D.C. 20044

AND

THREE COPIES TO THE UNITED STATES FEDERAL COURT OF APPEALS

COURT CLERK
UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT
717 MADISON PLACE, NW
WASHINGTON D.C. 20439



Thomas G. Landreth
425 Chenault Avenue
Hoquiam, Washington 98550
Home; 360-533-5578
Cell; 360-581-6266
Email; tbland100@gmail.com

92

Homestead Certificate No. 2197

4-778 A.

Application 2615

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall come, GREETING:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Olympia, Washington

whereby it appears that, pursuant to the Act of Congress approved 30th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Orte L. Higley

has been established and duly consummated, in conformity to law, for the South West quarter of the North West quarter and the Lots numbered one, two, three and four of Section thirteen in Township twenty-three North of Range ten West of Willamette Meridian in Washington, containing one hundred and twenty-seven acres and one-half hundredths of an acre

according to the official plat of the survey of said land, returned to the General Land Office by the Surveyor General.

Now know ye that there is, therefore, granted by the United States unto the said Orte L. Higley

the tract of land above described: To have and to hold the said tract of land, with the appurtenances thereof, unto the said Orte L. Higley and to his heirs and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, I, Theodore Roosevelt, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, the twenty-fourth day of October, in the year of our Lord one thousand nine hundred and six, and of the Independence of the United States the one hundred and thirty-first

By the President:

T. Roosevelt

By

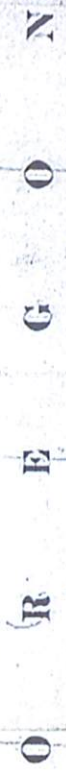
F. M. McKeon

C. H. Orush

Secretary.

Recorder of the General Land Office.

B-1



Department of the Interior
General Land Office
Washington, D. C. 20540

B-2

Constitution of the State of Washington

Article XIX Section 1

**ARTICLE XVI
SCHOOL AND GRANTED LANDS**

SECTION 1 DISPOSITION OF. All the public lands granted to the state are held in trust for all the people and none of such lands, nor any estate or interest therein, shall ever be disposed of unless the full market value of the estate or interest disposed of, to be ascertained in such manner as may be provided by law, be paid or safely secured to the state; nor shall any lands which the state holds by grant from the United States (in any case in which the manner of disposal and minimum price are so prescribed) be disposed of except in the manner and for at least the price prescribed in the grant thereof, without the consent of the United States.

SECTION 2 MANNER AND TERMS OF SALE. None of the lands granted to the state for educational purposes shall be sold otherwise than at public auction to the highest bidder, the value thereof, less the improvements shall, before any sale, be appraised by a board of appraisers to be provided by law, the terms of payment also to be prescribed by law, and no sale shall be valid unless the sum bid be equal to the appraised value of said land. In estimating the value of such lands for disposal, the value of the improvements thereon shall be excluded: *Provided*, That the sale of all school and university land heretofore made by the commissioners of any county or the university commissioners when the purchase price has been paid in good faith, may be confirmed by the legislature.

SECTION 3 LIMITATIONS ON SALES. No more than one-fourth of the land granted to the state for educational purposes shall be sold prior to January 1, 1895, and not more than one-half prior to January 1, 1905: *provided*, that nothing herein shall be so construed as to prevent the state from selling the timber or stone off of any of the state lands in such manner and on such terms as may be prescribed by law: and *provided, further*, that no sale of timber lands shall be valid unless the full value of such lands is paid or secured to the state.

SECTION 4 HOW MUCH MAY BE OFFERED IN CERTAIN CASES —PLATTING OF. No more than one hundred and sixty (160) acres of any granted lands of the state shall be offered for sale in any parcel, and all lands within the limits of any incorporated city or within two miles of the boundary of any incorporated city where the valuation of such land shall be found by appraisement to exceed one hundred dollars (\$100) per acre shall, before the same be sold, be platted into lots and blocks of not more than five acres in a block, and not more than one block shall be offered for sale in one parcel.

SECTION 5 INVESTMENT OF PERMANENT COMMON SCHOOL FUND. The permanent common school fund of this state may be invested as authorized by law. [AMENDMENT 44, 1965 ex.s. Senate Joint Resolution No. 22, part 2, p 2817. Approved November 8, 1966.]

Amendment 1 (1894) — Art. 16 Section 5 INVESTMENT OF SCHOOL FUND — *None of the permanent school fund of this state shall*

ever be loaned to private persons or corporations, but it may be invested in national, state, county, municipal or school district bonds. [AMENDMENT 1, 1893 p 9 Section 1. Approved November, 1894.]

Original text — Art. 16 Section 5 INVESTMENT OF PERMANENT SCHOOL FUND — *None of the permanent school fund shall ever be loaned to private persons or corporations, but it may be invested in national, state, county or municipal bonds.*

Funds for support of education: Art. 9 Section 3.

SECTION 6 INVESTMENT OF HIGHER EDUCATION PERMANENT FUNDS. Notwithstanding the provisions of Article VIII, sections 5 and 7 and Article XII, section 9, or any other section or article of the Constitution of the state of Washington, the moneys of the permanent funds established for any of the institutions of higher education in this state may be invested as authorized by law. Without limitation, this shall include the authority to invest permanent funds held for the benefit of institutions of higher education in stocks or bonds issued by any association, company, or corporation if authorized by law. [AMENDMENT 102, 2007 Substitute House Joint Resolution No. 4215, p 3145. Approved November 6, 2007.]

**ARTICLE XVII
TIDE LANDS**

SECTION 1 DECLARATION OF STATE OWNERSHIP. The state of Washington asserts its ownership to the beds and shores of all navigable waters in the state up to and including the line of ordinary high tide, in waters where the tide ebbs and flows, and up to and including the line of ordinary high water within the banks of all navigable rivers and lakes: *Provided*, that this section shall not be construed so as to debar any person from asserting his claim to vested rights in the courts of the state.

Harbors and tide waters: Art. 15.

SECTION 2 DISCLAIMER OF CERTAIN LANDS. The state of Washington disclaims all title in and claim to all tide, swamp and overflowed lands, patented by the United States: *Provided*, the same is not impeached for fraud.

**ARTICLE XVIII
STATE SEAL**

SECTION 1 SEAL OF THE STATE. The seal of the State of Washington shall be, a seal encircled with the words: "The Seal of the State of Washington," with the vignette of General George Washington as the central figure, and beneath the vignette the figures "1889."

*Custody of seal: Art. 3 Section 18.
State seal: RCW 1.20.080.*

**ARTICLE XIX
EXEMPTIONS**

SECTION 1 EXEMPTIONS — HOMESTEADS, ETC. The legislature shall protect by law from forced sale a certain portion of the homestead and other property of all heads of families.



Quinault Indian Nation

POST OFFICE BOX 189 • TAHOLAH, WASHINGTON 98587 • TELEPHONE (360) 276-8211

April 16, 2013

Maia Bellon
Director,
Washington State Department of Ecology
300 Desmond Dr. SE
Lacey WA 98503

Dear Maia:

As a courtesy, the Quinault Nation Business Council hereby informs you that we are closing Lake Quinault to all non-tribal fishing and boating, commencing April 15, 2013 and effective until further notice.

This action is being taken for a variety of reasons, including water quality concerns due to raw sewage from inadequate non-tribal septic systems, a low projected run of sockeye salmon, violations of our tribal fish licensing, dock construction regulations and boat speeding laws.

Quinault Nation retains the right to take this action, as the owner of the lake and as the government with jurisdiction in that area. If you have any questions regarding this action, please contact Dave Bingaman at (360) 276-8215, ext. 374. Our law enforcement officers will be assuring compliance with this closure under Quinault Nation law and our Natural Resource Managers will be conducting water pollution tests to determine the precise level of health and safety risks. ✕

Sincerely,

L. N. B. For

Fawn Sharp, President
Quinault Indian Nation

~~EXHIBIT 2~~

~~E-8~~

B-4

DONATION CLAIMS.

Under the act of Congress approved September 27, 1850, creating the "office of surveyor general of the public lands in Oregon and to provide for the survey, and to make donations to settlers of the said public lands," and the several acts supplemental, there were granted to individuals arriving in Oregon and Washington before December 1, 1855, and commencing residence and cultivation prior to that date, the quantity of 640, 320, and 160 acres to the several classes respectively mentioned in these laws.

Under these statutes there have been returned to the General Land Office by the registers and receivers in Oregon and Washington for patent 4,524 certificates, covering by estimate 1,637,688 acres, and patents have issued on 3,311 certificates, embracing 1 282,423 $\frac{23}{100}$ acres.

There is a class of donations in Oregon and Washington where settlements were made prior to the extension of the lines of the public surveys, in which claimants under existing legislation may defer indefinitely their applications for survey by failing to come forward and pay for the same.

It is recommended that in all such cases a limitation by law be imposed, say twelve months, within which, if the surveys are not applied for, it shall be the duty of the surveyor general to fix the location according to the regular legal subdivisions.

It is the duty of the General Land Office, in all cases where Indian treaties stipulate that titles shall be given, to issue the patents for reservations, generally with a condition that a sale cannot be made by the reservee without the consent of the President or of the Secretary of the Interior, yet in some cases unconditional grants are ordered.

For the year ending June 30, 1866, there have been issued twelve hundred patents including two hundred and ninety-eight thousand two hundred and fifty-six (298,256) acres of the following:

Sacs and Foxes of the Mississippi, Wyandotts, Stockbridges, Pawnee and half-breeds, Ponca half-breeds, Winnebagoes, Sacs and Foxes of Missouri, Pottawatomies, Kansas Indians, Ottawas, and Chippewas.

The range of our operations heretofore in this branch of the land service has embraced reservations under treaties with the Pottawatomies, Ottawas, Miamies, Wyandotts, Creeks, Chickasaws, Choctaws, Pawnees, Delawares, Sioux, Shawnees, Omahas, Ioways, Ottoes, Kaskaskias, Peorias, Piankeshaws, Weas, and Appalachicolas.

Thousands of patents under treaties with Indians of those tribes have heretofore been issued, and cases are from time to time arising requiring the action of this office in conveying title.

By the seventh section of the second article of the treaty concluded September 30, 1854, with the Chippewas, it is declared "that each head of a family or single person over twenty-one years of age at the present time, of the mixed bloods belonging to the Chippewas of Lake Superior, shall be entitled to eighty acres of land, to be selected by them, under the direction of the President, and which shall be secured to them by patent in the usual form."

The Secretary of the Interior, on the 17th September last, upon review of the question as to the admissibility on unsurveyed land of certain scrip which had been issued under said treaty, has rendered a decision declaring that, according to the terms of the treaty, selections are to be made under the direction of the President, but the selections cannot be effected until the surveys are made and plats officially returned; that such plats must be the basis of selection, and consequently locations on unsurveyed lands of Chippewa scrip are not legally admissible.

Accordingly, a general circular has been issued to give full effect to that decision.

~~A-4~~ B-5

TOWNSHIP No. 23 NORTH, RANGE No. 10 WEST, WILLAMETTE MERIDIAN, WASHINGTON.

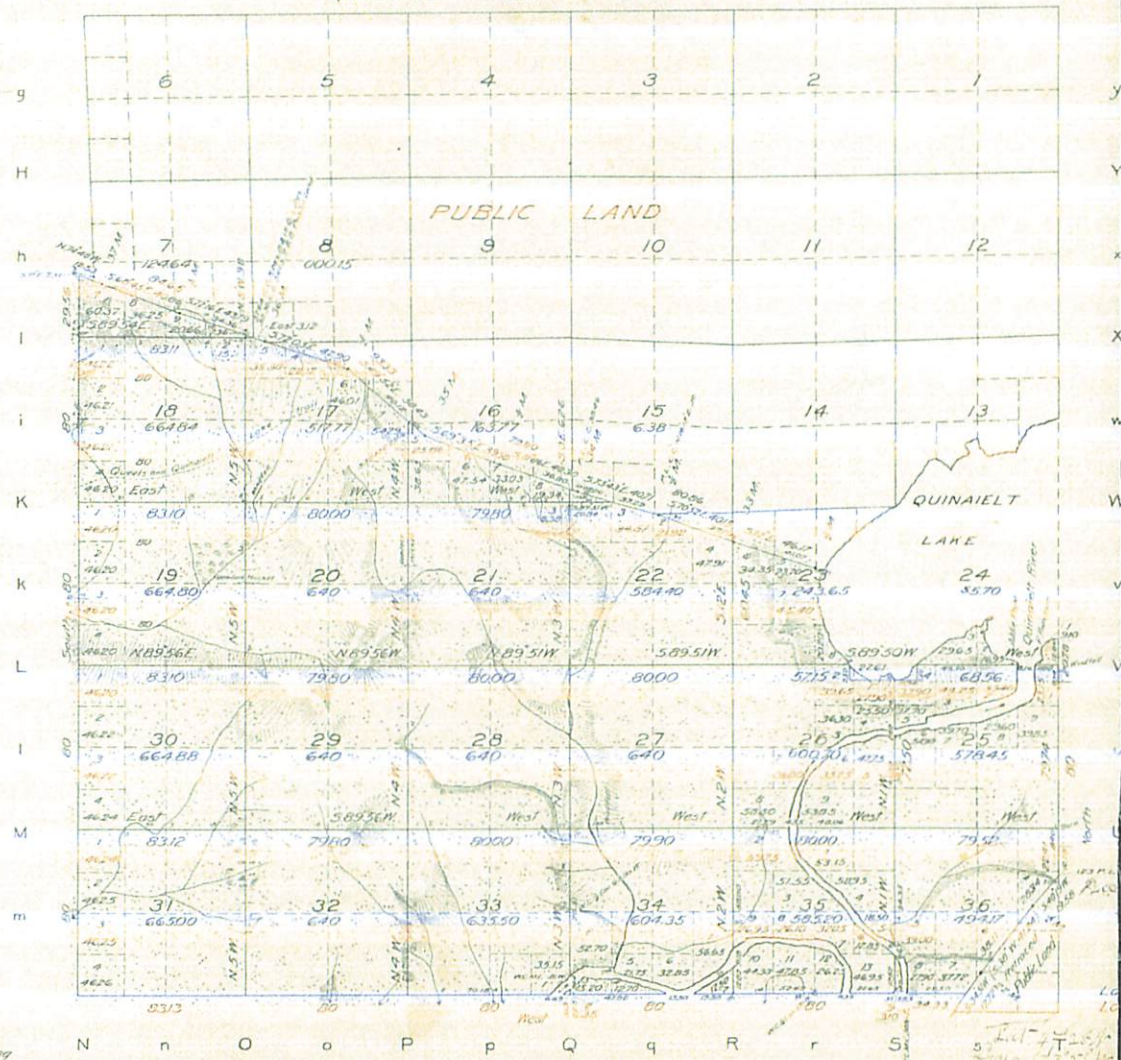
G f F e E d D c C b B a A

Quinalt Indian Reservation

Area in Acres	
Public Land	
Indian Reservation	116 34.35
Indian Allotments	
Mineral Claims	
Water Surface	18 72.5
Total Area	1181.60

Scale: 40 Chains to an inch

Mean Mag. Decl. 23° 35' E.



O.B.I. Topos.

G.F.N. Computer and Lettering

Surveys Designated By Whom Surveyed	Contract		Amount of Surveys			When Surveyed		
	No.	Date	Ac.	Chs.	Lvs.	Region	Completed	
West Bdy	Geo. H. Campbell	301	Dec. 3, 1901	4	29	56	July 5, 1902	July 6, 1902
Mettrace O.I. Res. Bdy	"	"	"	5	17	11	Nov. 24, 1902	Nov. 25, 1902
Subdivisions	"	"	"	31	19	74	July 9, 1902	July 21, 1902
Meanders	"	"	"	13	39	84	July 22, 1902	July 28, 1902
Connections	"	"	"		39	70	July 7, 1901	July 18, 1902
O.I. Res. Bdy	Henry L. Fitch	382	May 23, 1892				Sep. 30, 1892	Oct. 4, 1892
Mettrace O.I. Res. Bdy	O.O. Orl	515	Jan. 7, 1897				June 27, 1897	June 9, 1897

The above map of Township No. 23 North, of Range No. 10 West of the Willamette Meridian, Washington, is a copy conformable to the field notes of the survey thereof on file in this Office which have been examined and approved.

Surveyor General's Office
Olympia, Washington
June 29, 1904

G. H. Russell
Surveyor General, Washington

ACCEPTED G.L.O. MAP 1904

B-6
A-10

E

11/2/94

DEPARTMENT OF THE INTERIOR,

GENERAL LAND OFFICE,

WASHINGTON, D. C., September 27, 1904.

ADDRESS ONLY THE
COMMISSIONER OF THE GENERAL LAND OFFICE.

Chief of Division "M",
General Land Office.

Sir:-

By letter of even date, the Hon. Commissioner has accepted the surveys within the Quinalt Indian Reservation in Washington, executed by George R. Campbell, D. S., under his contract No. 581, dated December 9, 1901.

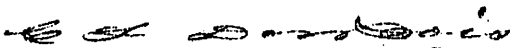
I therefore, transmit herewith for your consideration, the returns thereof as follows:

- 1 Diagram of exterior township lines,
- 19 Township plats,
- 29 books of field note transcripts,

The examiner's report and the contract and bond.

The retracements and resurveys are considered to have been necessary.

Very respectfully,


Chief of Division of Public Surveys.

JCP.

A-8 B-6

THIRTIETH CONGRESS. SESS. I. CH. 177. 1848.

329

United States, and the purchase of presents for such of the Indian tribes as the peace and quietude of the country requires.

SEC. 14. *And be it further enacted*, That the inhabitants of said Territory shall be entitled to enjoy all and singular the rights, privileges, and advantages granted and secured to the people of the territory of the United States north-west of the River Ohio, by the articles of compact contained in the ordinance for the government of said territory, on the thirteenth day of July, seventeen hundred and eighty-seven; and shall be subject to all the conditions, and restrictions, and prohibitions in said articles of compact imposed upon the people of said territory; and the existing laws now in force in the Territory of Oregon, under the authority of the provisional government established by the people thereof, shall continue to be valid and operative therein, so far as the same be not incompatible with the constitution of the United States, and the principles and provisions of this act; subject, nevertheless, to be altered, modified, or repealed, by the legislative assembly of the said Territory of Oregon; but all laws heretofore passed in said Territory making grants of land, or otherwise affecting or incumbering the title to lands, shall be, and are hereby declared to be, null and void; and the laws of the United States are hereby extended over, and declared to be in force in, said Territory, so far as the same, or any provision thereof, may be applicable.

Ordinance of 1787 for government of north-west territory extended over said Territory of Oregon.

All grants of lands heretofore made in said Territory to be null and void.

SEC. 15. *And be it further enacted*, That the legislative assembly of the Territory of Oregon shall hold its first session at such time and place in said Territory as the governor thereof shall appoint and direct; and at said first session, or as soon thereafter as they shall deem expedient, the legislative assembly shall proceed to locate and establish the seat of government for said Territory at such place as they may deem eligible; which place, however, shall thereafter be subject to be changed by said legislative assembly. And the sum of five thousand dollars, out of any money in the treasury not otherwise appropriated, is hereby appropriated and granted to said Territory of Oregon, to be there applied, by the governor, to the erection of suitable buildings at the seat of government.

Time of holding sessions of legislative assembly and location of seat of government.

\$5000 appropriated for buildings, &c.
1850, ch. 19.

SEC. 16. *And be it further enacted*, That a delegate to the House of Representatives of the United States, to serve for the term of two years, who shall be a citizen of the United States, may be elected by the voters qualified to elect members of the legislative assembly, who shall be entitled to the same rights and privileges as have been heretofore exercised and enjoyed by the delegates from the several other Territories of the United States to the said House of Representatives; but the delegate first elected shall hold his seat only during the term of the Congress to which he shall be elected. The first election shall be held at such time and places, and be conducted in such manner, as the governor shall appoint and direct; of which, and the time, place, and manner of holding such elections, he shall give at least sixty days' notice by proclamation; and at all subsequent elections, the times, places, and manner of holding the elections shall be prescribed by law. The person having the greatest number of votes shall be declared by the governor to be duly elected, and a certificate thereof shall be given accordingly. The delegate from said Territory shall not be entitled to receive more than twenty-five hundred dollars at any one session of Congress, as a compensation for his mileage, in going to and returning from the seat of government of the United States, any act of Congress to the contrary notwithstanding.

Delegate to House of Representatives of the United States to be elected.

Time of electing said delegate, &c.

His mileage.

SEC. 17. *And be it further enacted*, That all suits, process, and proceedings, civil and criminal, at law and in chancery, and all indictments and informations, which shall be pending and undetermined in the courts established by authority of the provisional government of

All suits, process, and proceedings, civil and criminal, indictments, &c.,

A-1 B-7

THIRTY-SECOND CONGRESS. SESS. II. CH. 90. 1853.

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the duties of their respective offices, which said oaths, when so taken, shall be certified by the person before whom the same shall have been taken; and such certificates shall be received and recorded by the said Secretary among the executive proceedings; and the Chief Justice and Associate Justices, and all other civil officers in said Territory, before they act as such, shall take a like oath or affirmation before the said Governor or Secretary, or some judge or justice of the peace of the Territory who may be duly commissioned and qualified, which said oath or affirmation shall be certified and transmitted, by the person taking the same, to the Secretary, to be by him recorded as aforesaid; and afterwards, the like oath or affirmation shall be taken, certified and recorded in such manner and form as may be prescribed by law. The Governor shall receive an annual salary of fifteen hundred dollars as Governor, and fifteen hundred dollars as Superintendent of Indian affairs. The Chief Justice, and Associate Justices, shall each receive an annual salary of two thousand dollars. The Secretary shall receive an annual salary of fifteen hundred dollars. The said salaries shall be paid quarterly, from the dates of the respective appointments, at the Treasury of the United States; but no such payment shall be made until said officers shall have entered upon the duties of their respective appointments. The members of the legislative assembly shall be entitled to receive three dollars each per day during their attendance at the session thereof, and three dollars each for every twenty miles' travel in going to and returning from said sessions, estimated according to the nearest usually travelled route. And a chief clerk, one assistant clerk, a sergeant-at-arms, and door-keeper, may be chosen for each house; and the chief clerk shall receive five dollars per day, and the said other officers three dollars per day, during the session of the legislative assembly; but no other officers shall be paid by the United States: *Provided*, That there shall be but one session of the legislative assembly annually, unless, on an extraordinary occasion, the Governor shall deem it expedient and proper to call the legislature together. There shall be appropriated, annually, the sum of fifteen hundred dollars, to be expended by the Governor, to defray the contingent expenses of the Territory, including the salary of a clerk of the executive department; and there shall also be appropriated, annually, a sufficient sum to be expended by the Secretary of the Territory, and upon an estimate to be made by the Secretary of the Treasury of the United States, to defray the expenses of the legislative assembly, the printing of the laws, and other incidental expenses; and the Governor and Secretary of the Territory shall, in the disbursement of all moneys intrusted to them, be governed solely by the instructions of the Secretary of the Treasury of the United States, and shall, semi-annually, account to the said Secretary for the manner in which the aforesaid sums of money shall have been expended; and no expenditure, to be paid out of money appropriated by Congress, shall be made by said legislative assembly for objects not specially authorized by the acts of Congress making the appropriations, nor beyond the sums thus appropriated for such objects.

Salaries.

One session annually, only.

Contingent expenses.

Instructions as to disbursement of money to be followed.

SEC. 12. *And be it further enacted*, That the laws now in force in said Territory of Washington, by virtue of the legislation of Congress in reference to the Territory of Oregon, which have been enacted and passed subsequent to the first day of September, eighteen hundred and forty-eight, applicable to the said Territory of Washington, together with the legislative enactments of the Territory of Oregon, enacted and passed prior to the passage of, and not inconsistent with, the provisions of this act, and applicable to the said Territory of Washington, be, and they are hereby, continued in force in said Territory of Washington until they shall be repealed or amended by future legislation.

Existing laws in said territory continued in force so far as applicable.

SEC. 13. *And be it further enacted*, That the legislative assembly of the Territory of Washington shall hold its first session at such time and

First session of legislative assembly.

A-2 B-8

SUNDAY MORNING, OCTOBER 30, 1904

QUINUAULT RESERVE SURVEY

First Steps Toward Opening to Settlement.

OLYMPIA, Wash., Oct. 29.—The surveyor general has received notice of the acceptance of the survey of the Quinault Indian reservation made in view of the opening of the reservation to settlement. There is no probability, however, of opening the reservation in the immediate future, as this action must await the allotment to Indians of their lands, which will be accomplished by a treaty ceding the unallotted portion back to the government, all being subject to the approval of the act of congress. The length of time required for these various steps it is impossible to estimate, but when completed, it has been customary to declare the reservation open to settlement by proclamation of the president, followed by rules and regulations regarding the method of procedure in acquiring title to lands from the interior department.

The Quinault reservation is in the western end of Chehalis and Jefferson counties. It is in the shape of an equalateral triangle, with one side bordering on the Pacific ocean. It contains about 185,000 acres of choice land, including farming and timber lands.

WEAK DAY IN WHEAT TRADE

WITH NO SUPPORTING INFLUENCES, PRICES RAPIDLY FALL OFF.

DECEMBER RECEDES TO \$1.12

Corn and Oats Rule Weak and Dull,
In Sympathy With
Wheat.

CHICAGO, Oct. 29.—In the wheat pit the speech of the British premier regarding Anglo-Russian affairs seemed to effectually dispel all apprehension of hostilities between Great Britain and Russia. The market was further influenced by the bullish action of foreign markets. As a result lower prices prevailed here throughout the session.

25,000; 10c higher. Mixed and butchers, \$4.50@5.15; good to choice heavy, \$5.15@5.35; rough heavy, \$4.65@5.05; light, \$4.55@5.15; bulk of sales, \$5.05@5.15.

Sheep—Receipts, 3000; sheep, strong; lambs, steady. Good to choice wethers, \$4.45; fair to choice mixed, \$3.50@4.25; western sheep, \$3.40@4.40; native lambs, \$4.25@6; western lambs, \$4.25@5.40.

KANSAS CITY MARKETS.

KANSAS CITY, Oct. 29.—Cattle: Receipts 400. Market unchanged. Native steers, \$4.00@6.25; southern steers, \$2.50@3.75; southern cows, \$1.50@2.75; native cows and heifers, \$1.50@4.50; stockers and feeders, \$2.25@4.35; bulls, \$1.75@3.25; calves, \$2.75@6.00; western steers, \$3.00@4.50; western cows, \$1.50@3.25.

Hogs—Receipts 3000. Market 5c higher. Bulk, \$5.00@5.25; heavy, \$5.25@5.35; packers, \$5.00@5.25; pigs and lights, \$4.75@5.10.

Sheep—Receipts 200. Market steady. Muttons, \$3.30@4.10; lambs, \$4.25@6.00; range wethers, \$3.25@4.15; ewes, \$2.50@3.60.

South Omaha Prices.

SOUTH OMAHA, Oct. 29.—Cattle: Receipts 200. Market unchanged. Native steers, \$4.25@6.20; cows and heifers, \$2.50@3.75; western steers, \$2.90@

B-9

March 2, 1907.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

Olympic Forest Reserve, Wash. Preamble. Vol. 29, p. 901. Vol. 31, p. 1982. Vol. 32, p. 1981.

WHEREAS, the Olympic Forest Reserve, in the State of Washington, was established by proclamation dated February twenty-second, eighteen hundred and ninety-seven, and the boundaries thereof have been subsequently changed to exclude therefrom certain lands and also to include additional lands in the State of Washington;

And whereas it appears that the public good would be promoted by further adding to the said forest reserve certain lands, in the State of Washington, which are in part covered with timber;

Boundaries further enlarged. Vol. 36, p. 36.

Now, therefore, I, Theodore Roosevelt, President of the United States of America, by virtue of the power in me vested by the Act of Congress, approved June fourth, eighteen hundred and ninety-seven, entitled, "An Act Making appropriations for sundry civil expenses of the Government for the fiscal year ending June thirtieth, eighteen hundred and ninety-eight, and for other purposes," do proclaim that the aforesaid Olympic Forest Reserve is hereby enlarged to include the said additional lands, and that the boundaries of the reserve are now as shown on the diagram forming a part hereof;

Lands excepted.

Excepting from the force and effect of this proclamation all lands which are at this date embraced in any legal entry or covered by any lawful filing or selection duly of record in the proper United States Land Office, or upon which any valid settlement has been made pursuant to law, and the statutory period within which to make entry or filing of record has not expired; and also excepting all lands which at this date are embraced within any withdrawal or reservation for any use or purpose to which this reservation for forest uses is inconsistent: Provided, that these exceptions shall not continue to apply to any particular tract of land unless the entryman, settler, or claimant continues to comply with the law under which the entry, filing, or settlement was made, or unless the reservation or withdrawal to which this reservation is inconsistent continues in force; not excepting from the force and effect of this proclamation, however, any land within the boundary herein described, which has been withdrawn to protect the coal therein but this proclamation does not vacate any such coal land withdrawal; and provided that these exceptions shall not apply to any land embraced in any selection, entry or filing, which has been allowed or permitted to remain of record subject to the creation of a permanent reservation.

Coal lands.

Reserved from settlement.

Warning is hereby given to all persons not to make settlement upon the lands reserved by this proclamation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the City of Washington this 2d day of March, in the year of our Lord one thousand nine hundred and seven, and of [SEAL] the Independence of the United States the one hundred and thirty-first.

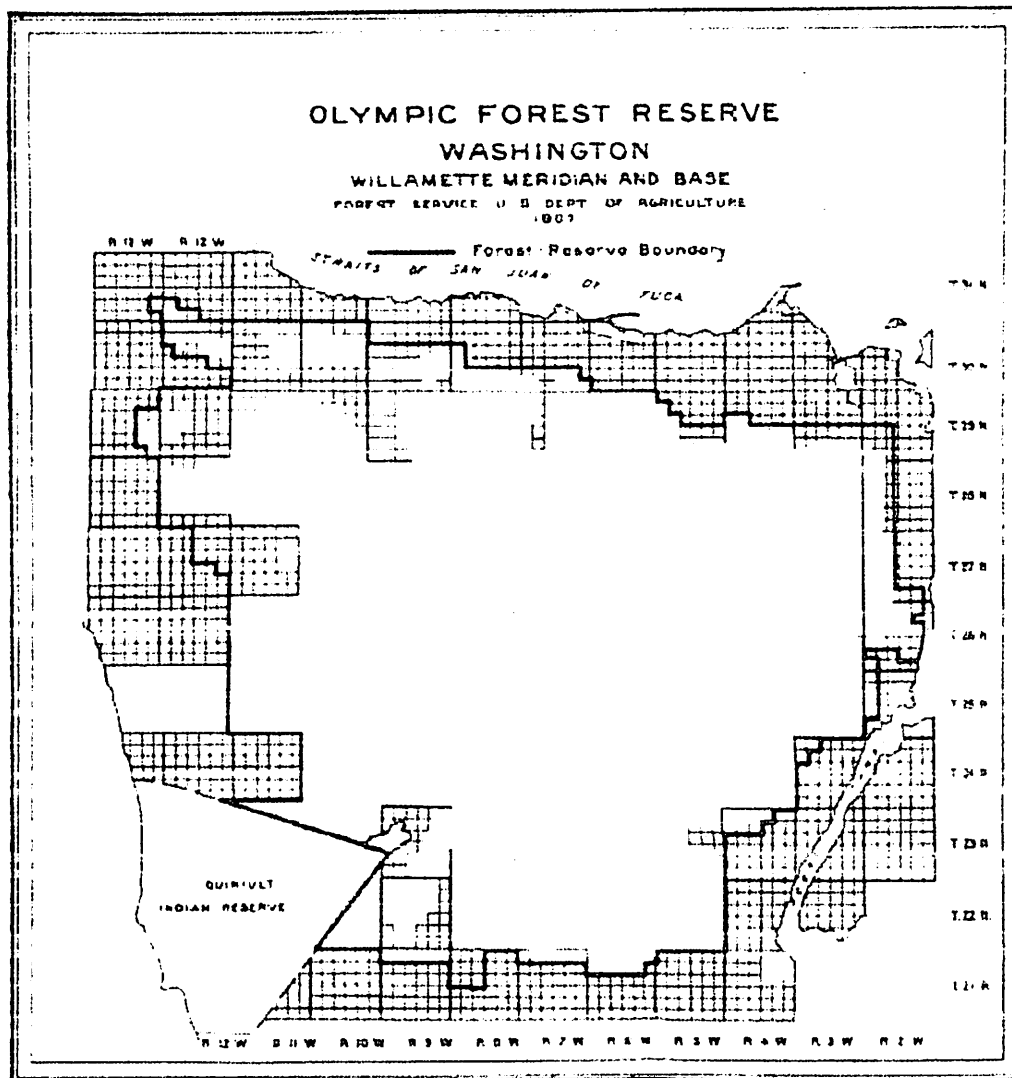
THEODORE ROOSEVELT

By the President:

ELIHU ROOT

Secretary of State.

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~~A-6~~ B-9

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