



ICHIGAN ANISHINAABE TREATY CLAIMS Hearings For Unippewa Descendents

Officials from the Washington, D.C..offices of the Bureau of Indian Affairs will be in Michigan in May to hold hearings regarding Indian Treaty land claims, according to Waunetta Dominic of the Northern Michigan Ottawa Association.

"This is very important," said Ms. Dominic in a telephone interview, "It is a last chance for Indian people to express their opinions regarding the 1836 Treaty land claim payments."

She emphasized that these hearings are just that -- an opportunity to speak one's views. The BIA officials record these views on tape. They have nothing to say themselves.

"We will have NMOA's position papers available at the hearing," said Ms. Dominic, "for people to review and to comment on for the record."

Support by non-Indian groups can also be expressed at the hearings, she said. "Non-Indians can also testify," Ms. Dominic said.

The meetings are scheduled as follows:

May 6 Sault Ste. Marie

Contact Indian Development Center, 206 Greenough, phone 635-0581, for place and time.

May 7 Petoskey at 9:00 a.m. City Council Chambers,

The City/County Bldg., Lake and Division Streets

Call R. Dominic, 347-3415 For information:

May 8 Grand Rapids at 9:00 a.m. Sheldon Complex,

121 Franklin St. S.E. Call Joe John, 458-3569

For information:

CONTRACT CLAIMS -

SHORT RUN DOWN ON OUR UNCONSCIONABILITY

DOCKETS 18-E and 58.

BY: June A. (Gardner) Dart, member of descendants committee.

Throughout the past year I have been asked many times, "When are we going to get our Indian money?" Well all I could answer is, " I haven't heard a thing". "Well we heard so and so Indian got paid and thought we might be left out". This idea may have been on all our minds since it has taken so long and we still don't have it. So I started writing to bur Congressmen and B.I.A. Of all my correspondence the best was the announcement of receiving a plan for distribution which we (descendants committee) got together on Jan. 31st in Mount Pleasant to accept, change. or reject. We made our changes and will send on to be processed through Congress. It seems that our plan for distribution still has to bass through both houses of Congress before

To whom it may concern:

The first cash settlement of Indian Claims in Michigan since 1911 will be disbursed to descendants of the Grand River Band of Ottawas in December 1979. The Grand River Band of Ottawas were covered under the Treaty of 1821 with the Federal Government in which one million acres of land was ." nned over to the government. The Grand River Band of Ottawas received from two cents to fifteen center per acre, prices which were well below the going rate at that time. The one million acres includes the major areas of several counties south of the Grand River.

In 1948, Congress passed the Indian Claims Act to handle cases for Indians who had een paid below the going rate. In 1948,

TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS

TURTLE MOUNTAIN BAND APPELLATE COURT

IN THE COURT OF THE

C DU FLAMBEAU BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

LAC DU FLAMBEAU RESERVATION

Lake of the Torches Economic Development

Corporation and Lac du Flambeau Band

of Lake Superior Chippewa Indians,

AUG 2 7 2013

Lac du Flambeau Tribai

Plaintiffs,

No. 13 CV 115

Saybrook Tax Exempt Investors, LLC; LDF
Acquisition, LLC; Stifel, Nicolaus &
Company, Inc.; Stifel Financial Corporation;
Godrey & Kahn, S.C.; and Wells Fargo
Bank, N.A.,

Defendants.

Matthew L.M. Fletcher, Judge Pro Tempore

ORDER ON DEFENDANTS' MOTIONS TO DISMISS AND RELATED MATTERS

1 See LAC DU FLAMBEAU BAND TRIBAL CODE § 80.103(3) (providing for the selection of judges pro tempore).

1

CINDY MALATERRE,

Appellant,

TMAC No. 05-007 Tribal Court Civil No. 04-10135

ORDER AND OPINION

v.

ESTATE OF BERMILIA ST. CLAIRE

Appellee.

Before:

Acting Chief Justice MONIQUE VONDALL-RIEKE, and Justices JERILYN

DECOTEAU and MATTHEW L.M. FLETCHER

Appearances: Donald G. Bruce, for the Appellant

Richard Frederick, for the Appellee

By Justice FLETCHER for a unanimous Court.

ORDER

For reasons stated in the opinion below, the lower court's Order of May 3, 2005 is

AFFIRMED IN PART, VACATED IN PART, and REMANDED in accordance with the

following:

1. Judge Cain's Order that Cindy Malaterre may remain in the home she received from Alex and Bermilia St. Claire is AFFIRMED. See Tribal Court Order at ¶ 1.

ORDER AND OPINION

Malaterre v. Estate of St. Claire

Page 1 of 10

FILED

IN THE HOOPA VALLEY TRIBAL

COURT OF APPEALS

FOR THE HOOPA VALLEY TRIBE

IN MY OFFICE TH

JUL 19 2017

Trypola NIC

CLERK, HOOPA VALLEY TRI

HOOPA VALLEY TRIBE,

Appellant,

CASE NO. A-17-001

(underlying case no: C-16-007)

vs.

DECISION AND ORDER

RYAN BERNARDO,

Respondent.

This matter came before the Court for oral argument on June 29, 2017, Chief Justice Lisa L. Atkinson, Associate Justice Matthew M. Fletcher, and Associate Justice Thomas E. Weathers, presiding.

Attorney Thomas Schlosser appeared for Appellant Hoopa Valley Tribe.

Respondent Ryan Bernardo appeared on his own behalf.

The Court now enters the following Decision and Order.

Fletcher, J., for the Court.

Summary

The Hoopa Valley Tribe (Tribe) and Ryan Bernardo (Bernardo) entered into a separation agreement in which the Hoopa Valley Tribe apparently consented to suit in one paragraph but then in the next paragraph the parties agreed nothing in the agreement waived immunity. We hold that the tribe is immune from suit and that this matter must be dismissed.

CABAZON RESERVATION COURT OF APPEALS

CABAZON BAND OF MISSION)
INDIANS

Appellee,

LEXINGTON INSURANCE COMPANY

Appellant,

NO: CBMI 2020-0103

Fletcher, J., for the court.

ORDER AND OPINION

The trial court order of March 11, 2021 is **AFFIRMED**. This matter is remanded to the trial court for proceedings consistent with this opinion.

We hold that the Cabazon Band of Mission Indians Tribal Court possesses jurisdiction under the Cabazon Band Code over the Appellant

Governing Law

Section 9-102(d) of the Code of the Cabazon Band of Mission Indians provides:

In deciding all cases before it, the Cabazon Reservation Court and the Cabazon Reservation Court of Appeals shall apply (i)

1

EFAULT INTERPRETATIVE RULES OF INDIAN LAW



She Good good only the good of the John the first of the

AGREEMENT BETWEEN WILLIAM PENN AND "THE INDIANS"

Subscribe to er

THE YALE LAW JOURNAL

BAND OF CHOCTAW INDIANG

PRINT ARCHIVE FORUM SUBMISSIONS MASTHEAD ABOUT CONTACT

126 1111

FORUM

Contract and (Tribal) Jurisdiction

11 A/8 1716

Munhen LM. Fletcher

Consider two commercial contracts. The first requires customers to waive their rights to bring class actions against large businesses in favor of private arbitration. The second requires a reservation leaseholder to adjudicate disputes in tribal court. Both contracts require dispute resolution in fora over which the Supreme Court does not exercise supervisory jurisdiction. Both arbitration and tribal courts are favored by acts of Congress. Both contracts are hotly contested in the Supreme Court. But the arbitration clause contract has been affirmed in a series of recent decisions. The tribal court contract, by contrast, is pending before the Court in Dollar General Corp. v. Mississippi Band of Chostaw Indians. Ironically, while the more conservative Justices signed on to the arbitration clause decisions, these same Justices may be Dollar General's best bets for escaping tribal jurisdiction. This short Essay details the key arguments in Dollar General and argues that to undo the tribal contract would unnecessarily and unconstitutionally undo the right to contract for Indian nations.

I. CONTRACT AND TRIBAL JURISDICTION

Indian nations and non-Indians conduct billions of dollars' worth of business on Indian lands. Indian energy revenue disbursements from the Interior Department topped \$1 billion for the first time in 2014, and much of that business depends upon non-Indian companies. Indian gaming is a nearly \$30 billion revenue source for Indian nations, and nearly all of that revenue is generated from non-Indians. Gaming tribes employ many thousands of non-Indians and do billions of dollars' worth of business with non-Indian vendors. Tribal governments handling billions of dollars in federal government contracting funds likely employ hundreds of thousands of non-Indians nationwide. Virtually all of this business activity is conducted through contractual relationships, with business activities occurring on Indian lands. Gaming, resource exploitation, and federal contracting have revolutionized the political economy of Indian nations in the past four decades.

Commercial relations between Indian nations and those who are not members of the tribes have been normalized for the most part, with one critical exception. The