ELECTRONICALLY FILED
WC-0001-C-2021
December 8, 2023
Montana Water Court

IN THE WATER COURT OF THE STATE OF MONTANA
CONFEDERATED SALISH AND KOOTENAI TRIBES
MONTANA – UNITED STATE COMPACT

CASE NO. WC-0001-C-2021

Preamble

COMES NOW, Bradley E. Tschida ("Objector") and avers, asserts and alleges as follows:

Objector is a natural person, a citizen of Montana, resident, located in Missoula County, with a mailing address of 10825 Mullan Rd., Missoula, MT 59808-9479.

Objector owns the following real property and water rights: S05, T13 N, R20 W, C.O.S. 6019, Parcel 1, Geocode: 04-2199-05-1-02-27-0000,

76M 149676 00 – Surface Water

76M 30126410 – Ground Water

My initial comment to this modification of my complaint is that I ("the objector") have been deprived of my right to due process, as explained below.

On Oct. 3, 2023, "attorneys for the Compacting parties and various represented objectors" were allowed to meet with the Court to propose a briefing schedule and, perhaps, discuss matters unknown at the time to anyone apparently not being represented by counsel, or otherwise not approved to participate. Such a biased action deprives me of input and information, both received and provided, which very likely would have better helped me form my modified objections to the CSKT Compact. I request that this serious objection to my loss of due process be formally recognized by the Court an addressed in a legal manner.

Fraud, Collusion, Overreaching and Material Injury to Private Rights

In my initial objection (and in my amended objection), the issues of fraud, collusion and overreaching are posited. I allude to material injury to my private rights and injury to my property. The proofs and evidence of fraud, collusion and overreaching deal with facts. It must be determined factually if the compacting parties are guilty of the above-mentioned issues. As a qualified objector, I request a hearing with an advisory jury to determine these facts. In lieu of that, I will articulate why I reason the Compact is the result of collusion, fraud and overreaching. There will also be comments made on material injuries to my rights as a citizen. Finally an affidavit will be attached indicating injury to my property.

Intent is an important consideration when showing fraud, collusion and overreaching. I will begin with the intent of the Tribes.

Homeland

The above heading is an important issue to the Tribes; however their assertion is full of historical errors and constructive fraud. In June 13, of 2001, the CSKT wrote a letter to Chris Tweeten, then Chairman of the Montana Reserved Water Rights Commission entitled "*A Proposal for Negotiation of Reserved and Aboriginal Water Rights in Montana*". This proposal had a list of 10 items for the future water administration on the Flathead Indian Reservation. Many of these items were incorporated into the existing Compact which clearly shows that the Legislature accepted many of the premises and suggestions of the Proposal. There are many false assertions in this Proposal. On page 6, under III, **Framework,** the objector reads as follows:

> *The Tribes regularly exercise Reservation–wide jurisdiction and authority over Indian and **non-Indian** (emphasis by the objector) on the Flathead Reservation.*

This is demonstrably false, which is shown elsewhere in this brief. Even the tribe's examples do not show this wide jurisdiction. Any authority they have comes from a joint agreement with the State of Montana. The Tribes have little authority in the opinion of the objector. At best, the quote reflects what the Tribes WANT to have.

In the Appendix of this proposal, the tribes provide their supporting authorities. In page one of this Appendix, the Tribes state the following: "*The Tribes reserved the Flathead Reservation as their **homeland***" (emphasis by the objector). This is basically repeated in Article I of the Recitals of Compact, in the first WHEREAS.

Technically, this statement is incorrect. It was the United States who, by its authority, reserved the Flathead Reservation through the **Hellgate Treaty**. Secondly, the Flathead Nation (Salish) considered the Hellgate Treaty to reserve the Bitterroot Valley. Chief Charlo resisted moving to the Jocko until forced by a proclamation by President Grant. Even then, he, and the rest of the tribe, did not move until 1892. The Tribes further claim, through this treaty, they ceded "their claims to vast portions of the Western United States" (See Appendix of *Proposal*, I.A). This is an incredible assertion. As stated earlier in this brief, the Tribes also claimed vast portions of Eastern Montana and, in this proposal, included "vast portions" of the West. Elsewhere, the Tribes assert that they have inhabited "*vast aboriginal territory in Montana and elsewhere*" (see III, **FrameWork**, 3. A, page 7, of the *Proposal*). This would cause anger and disbelief to the Crow, the Blackfeet, the Lakota Sioux, the Cheyenne, the Shoshoni, and the Arapaho. Article 5 of the **Fort Laramie Treaty** (Horse Creek Treaty) of 1851 defines the territories of several tribes which included vast lands in central and eastern Montana. It does not describe any territory in eastern or central Montana as the territory of the Salish and Kootenai.

Unfortunately, terms like "territory", "inhabited" or "occupy", which did apply to a nomadic lifestyle, have now evolved in the present day to "**ownership**". Even the term "*aboriginal*" is a word borrowed by the Tribes from the English language, which came into vogue in the 18th century to describe non-white settlers in Australia. No Indian in 1855 would have use the term "**aboriginal title**", even in their language.

Another incredible assertion in the 2001 Proposal is in their **Framework**, 1. C., where the tribe states:

> *The State claim to ownership of all waters within the State arises out of Article IX, section 3, of the Montana Constitution, which is subject to the above-cited State and Federal law to the* ***CONTRARY*** *(emphasis by the objector) and to the provisions of 2-1-304(1) Montana Code Annotated, entitled "Jurisdiction on Indian Lands", which expressly disclaims the State's power to alienate or encumber any water rights belonging to any Indian or Tribe that is held in trust by the United States.*

The Tribes are as capable as anyone else to see inconsistencies and contradictions. Their quote of 2-1-304(1) MCA reveals the absurdity of the State of Montana owning ALL the water in Montana (which has been discussed earlier in this brief – in essence, the Tribes suggest 2-1-304(1) voids Article IX.) but 2-1-304(1) also indicates the violation of equal protection among the citizens of Montana when it comes to water rights and taxes. Montana says you cannot alienate, encumber or TAX any property of the Indian, but we can do so of the non-Indian. In essence, the Tribes state Article IX is void when it comes to Indians. Regrettably, the Legislature and the Federal Government have colluded, by means of this Compact, to void the provisions of Article IX.

The Tribes further suggest in the 16th WHEREAS in Article I, that the Parties seek to secure "*to all residents of the Reservation the quiet enjoyment of the use of waters of the Reservation for beneficial use*." This is fraudulent! The Objector currently has quiet enjoyment! I did not need this compact to secure this enjoyment. I had the laws of the State of Montana to support my claims.

Amalgamation of World Views on Property

The Plains Indian did believe in certain individual property rights. He would claim ownership of his horse, his wife, his lodge, his gun, etc., but, when it came to land, the Indian had a different world view, which collided with the white man's view of property. Of course, the Tribes did not define "habitat"; they referred to land as their territory. However, they have learned to use the white man's language to describe their lifestyle of generations past. They believe their nomadic lifestyle of the 19th century should be interpreted by present day concepts of property. However, the Plains Indian of the 1800's did not want the white man's ways or to settle down in houses. As Kiowa Chief, White Bear, said in 1867, "*I do not want to settle down in house you would build for us. I love to roam over the wild prairie. There I am free and happy*" (See ***Indians***, **Time/Life books**, 1973). Perhaps the demise of the Plains Indians was a combination of hubris from both the Indian and the white man! After all, other Indians in North America did not live a nomadic lifestyle, unless driven away by another

conquering tribe. Most of the Plains Indians came from the North, or the East, and, therefore, developed their nomadic lifestyle due to pressure by warfare with other tribes. The arrival of the horse, probably from the Spaniards, shifted much of their focus from agricultural to hunting, and made many of the Indians who occupied the Plains almost totally dependent on the bison (buffalo) for shelter, clothing, tools and food. Therefore, the Plains Indians constantly were at odds with each other over the "*hunting grounds*" of Eastern Montana and elsewhere. It was territory for hunting but many of them did not live there, such as the Salish, the Kootenai and the Nez Pierce. Oddly, the Nez Pierce, who hunted in Eastern Montana, never claimed it as their territory.

The Tribes had no concept of individual property rights in the 18th century, as the white man did. The Indian concept of property was profoundly captured by the Shawnee Chief Tecumseh in 1806:

> *"The way, the only way to stop this evil is for the red men to unite in claiming a common and equal right in the land, as it was at first, and should be now – for it was never divided, but belongs to all. No tribe has the right to sell, even to each other, much less to strangers. Sell a country! Why not sell the air, the great sea, as well as the earth?"* (See **Indians**, **Ibid**, page 153.)

Tribes, in their 2010 Water Rights Settlement Proposal filed on July 27, stated in # 2 of their proposal:

> *The Flathead Indian Reservation was reserved by the Tribes as their permanent and exclusive homeland in the Hellgate Treaty of July 16, 1855.*

The Hellgate Treaty said nothing of the kind!! This is revisionist history! The assertion of vast claims of land by the Tribes, and that a permanent homeland was established by the Hellgate Treaty, is historically fraudulent.

Was it the intent of the Hellgate Treaty to create a homeland? Facts are stubborn things and, unfortunately, many courts and legislatures have ignored the plain language of the Treaty. Their myopic eyes see what they want to see - not what is. What is a homeland? Normally, it is the place when one was born, although it is has evolved to state it is a place where cultural, national or racial identity has formed. When one becomes a citizen of the United States, a homeland has changed. While one may have been born in a different country, once that person becomes a citizen of the United States, he has a new homeland, irrespective of his place of birth.

The Hellgate Treaty of 1855 does not specify a homeland. Regrettably, it uses white man's language to describe cessation of claims by Indians to lands and, then, the creation of the Reservation. In Article I of this treaty, we have the following language:

> *"The said confederated tribe of Indians hereby cedes, relinquish and convey to United States all their right, title, and interest in and to the country occupied or claimed by them. . . ."*

No Indian at the time understood the concept of "title" or conveyance". These are "white man words". They did understand "occupy" or claimed". So what we have here is an amalgamation of world views concerning land property: Indian and White Man. The Indian concept of land was communal or communistic. They considered the territory of much of Eastern Montana as "*common hunting ground*". It is this amalgamation that has caused so many to be confused by the conflicting courts cases and statutes dealing with the American Indian. The

communal concept of land is even admitted in the 2017 Flathead Reservation Timeline where we read concerning the diminishment of the Reservation the following (**opi.mt.gov**; "Indian Education for All Unit").

> **1887 –** The Dawes General Allotment Act was passed, mandating the breaking up of **communal tribal homelands** (emphasis by the objector) and setting a course for catastrophic land loss on the reservation.
>
> **1920 –** A second round of allotments transferred 124,795 acres from **communal Tribal ownership** to individual tribal member ownership (emphasis by the objector).

In Article VI of this treaty, we read the following:

> The President may from time to time, at his discretion, cause the whole, or said portion of such reservation as he may think proper, to be surveyed into lots, and assign the same as such individual families of the said confederated tribes as are willing to avail themselves of the privilege and will locate on the same as a **permanent home**, (emphasis by the objector) on the same terms and subject to the same regulations as are provided in the *sixth article of the treaty with the Omahas*, (emphasis by the objector) so far as the same may be applicable.

When one reads Article 6 of the Omaha Treaty, it is obvious what the intent of a "permanent home" was. It was individual homes on individual lots which were to be surveyed. There is no language in either the Hellgate Treaty or the Omaha Treaty stating explicitly the idea of a "**homeland**". The **INTENT** was to preserve a large piece of land (a large subdivision, so to speak) for future development by which individual homes would be built. In fact, the language in the Omaha treaty warns of the dangers of roaming from their permanent home or refusing to "till" a portion of the lands or to refuse to "occupy"; if this happened, the President could cancel the patent. Clearly, the intent of the Hellgate Treaty was individual homes and **assimilation**. The purpose of the Treaty was further implemented by the Dawes Act of 1887, which has already been discussed earlier in this brief. The Flathead Allotment Act of 1904 finally caused the Reservation to be surveyed into townships as suggested by the Article VI of the Treaty.

Many have ignored the prima facie evidence of Indians, who had allotments, and then sold their land or lost their land to eventual non-Indians. We are told in the Flathead Reservation Timeline (**Ibid**) that from 1911 to 1934, "*most of the Indian allotments were now in non-Indian ownership"*. Whatever the pragmatic causes for such loss, it was a blatant violation of the Hellgate Treaty, which the Indians were guilty of!! We read the following in Article II of this Treaty:

> *Nor shall any white man, excepting those in the employment of the Indian department, be permitted to reside upon the said reservation without permission of the confederated tribes, and the superintendent and agent.*

How could any tribal member ever sell land within the Reservation without permission from the tribes? Notice that the Treaty does not say "own land" but "reside". Clearly residing would also include ownership. So, the idea of **permanent communal** homeland is fraudulent and a legal fiction.

It is unfortunate that the Montana Legislature has accepted the language of the Tribes in negotiating this Compact. It appears that courts and legislatures pick and choose which parts of historical treaties to obey and which part to ignore! It is also true that many provisions of the Hellgate Treaty were ignored or viewed with indifference in the subsequent years after 1855. Both the Tribes and the federal government did this! Richard D. Seifried, in his paper entitled, "*Early Administration of the Flathead Indian Reservation, 1855-1893*", preparing for his Master of Arts at the University of Montana, documents many such violations, including corruption by special agents (under the authority of the Bureau of Indian Affairs created in 1824) of the Flathead Nation. He also documents numerous incidents of the Tribes engaged in horse stealing from white settlers. And, alcohol was sold to the Indians of the Reservation and to the Flathead Indians of the Bitterroot, even though agents tried to stop this. He records that, for several years, many of the Flatheads remained in the Bitterroot Valley and would not move to the Jocko Valley (Reservation). This is likely due to some misunderstanding of Article 11 of the Hellgate Treaty. Chief Victor believed that Stevens has promised they could live in the Bitterroot Valley. Perhaps this is so, but Article 11 does not explicitly state this. It states it was up to the "*judgment of the President*" if a special reservation would be created for the Flatheads. It never came! Instead, in 1871, President Grant ordered the Flathead Indians to be removed from the Bitterroot Valley. Special Commissioner James A. Garfield was appointed to find a peaceful solution. He met with Charlo (the son of Victor) and two other chiefs, Arlee (Arlee and 16 families did move to the Jocko in 1873, but Charlo held out) and Adolf. These chiefs told Garfield their understanding of the Treaty was that they had never given up their inherent right to the Bitterroot Valley. Seifried (**Ibid**) records on page 83: "*They insisted that they had signed the treaty with Stevens with the understanding that they could remain in the valley*."
{The objector introduces here the concept, issued by some courts, that we must "*understand the Indian point of view"* when analyzing treaties. What the Indians understood in 1855 will always be open for debate, but after several meetings with agents of the Federal Government, they clearly understood enough by the terms of the Treaty to know the government had not kept at least the spirit if not the word of the Treaty in 1890 (by 1891, the Flatheads did finally move from the Bitterroot to the Jocko)}. Of course, the Tribes never admitted if they violated the Treaty as well. One of more obvious violations was the settlement of white settlers and half breeds within the Reservation. That white settlers resided within the Reservation from 1855 to 1893 is documented by Siefried (**Ibid**).

Acceptance of the amalgamation of words and phrases from both the 19th and 21st century has resulted in total confusion for the average objector. The Compact is full of these amalgamated words. Words such as "Tribal Water Right" are such an example of amalgamated words. Nowhere do the Montana statutes provide a definition of "homeland". The objector requests this Court to reject the tribes' assertions of a permanent homeland, for it is

factually and historically fraudulent. The intent of the Treaty was permanent, settled homes. The assertion of a permanent homeland, if it is not actual fraud, is definitely constructive fraud as per 28-2-406 (1) MCA.

Fraud in Definitions and Concepts

Earlier in this brief, the objector referred to the specious definition of "Flathead Indian Reservation" in Article II of the Compact. This definition was supplied by the Tribes and fraudulently states, "*notwithstanding the issue of any patent*". Here "notwithstanding" means "**despite**". So, the Compact states the Flathead Indian Reservation is comprised totally of Indian land and basically implies the idea that any fee patent land is "occupied land" by non-Indians. Furthermore, the definition does not mention the presence of non-Indians who are property owners within the Reservation.

The Tribes have tried to camouflage the issue of the diminishment of the Reservation through the purchase of surplus and allotted lands by non-Indians by asserting this was "stolen land", or that land within the Reservation was never in the "public domain". In their Amended Complaint, filed by the Tribes in May of 2014 (filed in the Federal District Court, Missoula Division, Doc # 27-00044), the tribes assert contradictory statements. First, they say on page 9, paragraph 28, the following:

> *As a result of expansion of the United States into the North American continent west of the Mississippi River, the United States determined the need to extinguish tribal aboriginal land title throughout the West to allow legally defensible acquisition of land by non-Indians throughout Indian country.*

So, we are told here that the purpose of the United States was to "extinguish", which was **exactly** the purpose of Article VI of the Hellgate Treaty. Its purpose was to extinguish communal Tribal property to individual property owners. **In essence, Tribal land was not ownership land but, rather, reserved land held temporarily in trust so that the land could be allotted or sold**! From 1909 until 1934, the Flathead Indian Reservation, in essence, was initially diminished and then finally extinguished.

Yet, we read later in this same document the following, in paragraph 30, "The Treaty caused no break in the chain of Tribal title to Reservation lands. . ." This is false, for the intent of the Treaty was to break communal Tribal property. When the Tribes signed this treaty, they agreed to the potentiality of allotment, which was done with the Flathead Allotment Act (FAA).

In paragraph 50, they state there was no entry of non-Indian into the Reservation until after May 22, 1909. This is false, as documented by Siefried (Ibid).

The Tribes then try to wrangle over the words of "public domain" or "public lands" in paragraphs 55 and 16. They insert the words "Tribal Title" (and Tribal into the language of Section 16 of the FAA) and then say the chain of title analysis suggests no land was ever in the public domains but that Indian land was removed by the fiduciary act of the United States to the non-Indian. They don't want to interpret "surplus land" as "public land".

However, how could the "public" ever purchase any land within the Reservation unless it was considered "public land". It is a dispute over words, but the result was the same - land was sold to the public.

The intent of the Tribes, for many decades, was to fraudulently claim lands they did not own, change definitions of words to suit their wants, revise history, and to amalgamate both the white man's words with their concepts of land, creating much confusion and, thereby, clouding the complex issues of Indian policy. It has worked.

Collusion

Collusion is difficult to prove. It does need to be factually determined. The objector will present certain events which indicate collusion but will rely on an evidentiary hearing to factually prove this.

Earlier in this brief, the objector referred to the Grand Bargain stated by the chairman of the Reserved Water Rights Commission, Chris Tweeten. He stated:

> . . . **the response is to remind the tribes about the Grand Bargain, and the fact that we agreed to do this extraordinary thing, frankly, with respect to agreeing to subject or to remove non-Indian rights on the reservation from the jurisdiction and control of the state and place them somewhere else at the tribe's request**. . ." (See Affidavit of Terry Backs)

This collusion of all the Compacting Parties is evident, and notice Commissioner Tweeten says, "at the tribe's request".

That the Tribes and the Minority Party, with the co-operation of some Republicans, colluded to devise a plan to overcome the 60 vote margin of the House Rules is shown by the attached **Affidavit** of Art Wittich.

Finally, that the Compacting parties have colluded in depriving non-Indians within the Reservation of his constitutional rights has been shown in his Part II on Constitution Issues.

Overreaching

This was defined earlier in this brief as follows:

> (*1) Conduct that exceeds establishes limits (as of authority or due process);*
> *(2) The gaining of an unconscionable advantage over another especially by unfair or deceptive means*

The unfair and deceptive means used to pass the Compact in the House has already been shown by the **Affidavit** of Art Wittich**.** Overreaching is clearly shown by the actions of the Legislature in making void Article IX of the Montana Constitution, in giving exclusive authority to the Flathead Water Management Board, and in the vague terms of "Flathead Indian Reservation"; "Court of Competent Jurisdiction"; "exclusive jurisdiction" and "final decision". Nor does the Montana Legislature ever recognize the **inalienable right to pursue water** as one of "life's necessities". The Compact's reference to "*tribal water rights*", as defined in Article II, #67, confuses the issue by separating it from Constitutional water rights, which all humans have. The confusion lies in classifying

tribal water rights by class, race, social origin or race. All humans have the inalienable right to pursue water, particularly on land that he or she owns. Once the Reservation was allotted to individual Indians, as instructed by Article VI of the Hellgate Treaty and the Flathead Allotment Act, there was *no more "tribal water rights*" but **constitutional water rights**, which are appurtenant to individual land ownership. It has already been stated in this brief that the Indian mentality of 1855 was not one of **ownership** of water, lakes and rivers but, rather, the use of them as would be applicable to any human being. To stretch or overreach in giving a name such as "*tribal water rights*" confuses the issue and is an extreme example of overreaching by Legislatures, by the Federal Government and by the Courts, in order to satisfy guilt and the political considerations of Indian policy.

The uniqueness of the creation of the Flathead Water Management Board is another example of overreaching. No other Compact dealing with the Tribes in Montana has such a Board! The overreaching powers of this Board, as enumerated in Article IV.I.5, have been stated earlier. Not only is this Board unconstitutional, it is also an example of overreaching by the Montana Legislature.

The exclusiveness of the authority given to this Board also logically assumes initial due process procedures cannot be challenged in a district court prior to a final decision. The non-Indian is subject to the procedures promulgated by the Water Board. What they will be is totally discretionary. What an overreach!

We are not even told if limits are placed by members of the Water Board by an oath to uphold the State and U.S. Constitution. Such an oath limits the members, for the oath **certifies** that all their procedures and decisions are constitutionally limited and checked.

To deny the state courts to the non-Indians within the Reservation is another violation of the Montana Constitution. It is, again, overreaching in that it supersedes the authority and limits given by the Constitution to the state courts, which are articulated in Article VII, Sections 4 (1) and (2) of the Montana Constitution. District Courts jurisdiction extends to "all parts of the state". The definition of "Court of Competent Jurisdiction", as stated in Article II, #26 of the Compact, removes the District Court's jurisdiction unless both parties agree. Therefore, logically, the Article VII (4) is made void with only the Federal Court as an option. No federal law mandates this provision! This was an overreaching agreement by the Compacting Parties.

We are not ever sure how to classify the Water Board. The definitions of Article II, #34 describe it as an "*entity*". The confusing language of "entity", "regulatory body", "board" does not tell us, under the Separation of Powers, to which branch of government this Board belongs. In desperation, the tribes consulted a law firm and, by a process of elimination, suggested it was an "i*nstrumentality*". What an extreme example of overreaching by the Montana Legislature!

Even the makeup of the Board is an overreach and a violation of constitutional principles. The Board is not republican and it is not democratic. The objector will never have a say, locally, of those who become members of the Board.

Finally, the concepts of "*First in Line, First in Right*" and "*Time Immemorial*" are all legal fictions. Historically, due to warfare and conquest by warring tribes, and also due to migration, it is actually, "**Last in Line, First in Right**". The phrase "Time Immemorial" is also a legal fiction. The Tribes have not lived in Montana or used the waters here since Time Immemorial. The words "Time Immemorial" are used repeatedly in the Compact such as in Article III.C.1.d,f,k,l; D.1.a.;2.a etc. This is used to distinguish priority dates of the Hellgate treaty with "Time Immemorial" priority dates. So, who was truly first in line, no one knows!! All the settlements of the Tribes and their migratory patterns come from oral tradition, not written.

The Tribes do have a definition of Time Immemorial. As stated earlier in this brief, we have the following definition from the **Flathead Reservation Timeline (**OPI, **Ibid**)**:**

> *The Creation and time of the animal people. Coyote and Fox travel the earth preparing the world for human beings.*

It is obvious why the Tribes did not put that definition in Article II or, for that matter, give any definition of these words.

The question to be answered in this particular Water Court Case is: Can a treaty or a Compact between Indians, state and federal government diminish, deny, or abrogate the inalienable and constitutional rights of non-Indians who live within the reservation? No, it cannot! The second question is: Did all three Compacting Parties commit constructive fraud, collusion and overreaching in denying, diminishing, or abrogating these rights?
The answer is a resounding Yes!

Material Injuries to Private Rights

The objector comes now to the last issue. One of the main purposes of our courts is to protect individuals from the imposition of injury by majority rule. It is particularly important when the majority takes away or violates a private right from whatever branch of government. When an inalienable or constitutional right is violated, or allowed, it slowly diminishes the value of such a right.

So, the cognizable question here is: **Has the Montana Legislature, in ratifying this Compact, representing the citizens within the Flathead Reservation and others outside, materially injured the private rights of those citizens**? Yes, it has. The objector has listed the constitutional issues in this case. I have stated that equal protection of the law mandated by both State and Federal Constitutions has been violated due to my being similarly situated with citizens inside the Reservation. No longer does the State of Montana have jurisdiction concerning water rights within the Reservation; yet, it maintains such jurisdiction with those outside the Reservation. I also stated due process procedures have been violated. The Federal Constitution mandates Due Process upon the states through the 14th Amendment. The State of Montana cannot transfer Due Process

Rights to the Water Management Board. The Responsibility is the State's alone. So, yes, we do have cognizable violations of private rights!

Even when some Due Process is enumerated in Article IV. I. 5. , concerning Powers and Duties of the Water Board, we get mostly **vagueness**, **contradictions**, **many questions** and **absurdities**. Due Process procedures to ensure access to a fair and impartial hearing before the Board should not be vague. AND, Due Process Procedures must recognize that rights come from God, secured by both the State and Federal Constitutions. They do not originate from the Tribes or the Board. How will the Board compel witnesses and enforce subpoenas? It can administer oaths, but the Board members themselves do not take an oath!! It says, "The Tribes and State shall enforce the Board's subpoenas." How will this be done? With what Court of Competent Jurisdiction? We are told later in Article IV. I. 6, that judicial review is permitted by a final decision of the Board. What is a final decision? Can a person appeal any initial decision or any temporary order? Can he appeal the issue of a subpoena by asking a court to quash it? How will the state enforce this if both parties disagree on their jurisdiction? Notice it does not say a Federal Court shall enforce! No monetary damages or attorney fees or costs are allowed. To deny the costs to achieve justice is, itself, an injustice! Who would have thought such a thing would ever be allowed in the United States!

In Conclusion, the CSKT Compact is not fair or adequate. It has unconstitutional provisions, faulty definitions, and is the product of fraud, collusion and overreaching. It violates the private constitutionals rights of the objector. It should be nullified and declared void.