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WC-0001-C-2021

July 9, 2024

Montana Water Court

**IN THE WATER COURT OF THE STATE OF MONTANA  
CONFEDERATED SALISH AND KOOTENAI TRIBES -  
MONTANA - UNITED STATES COMPACT**

**WC\_0001\_C\_2021**

**Objection to Claimed Rights to Off-Reservation Water - Motion/Brief**

Background

The Treaty of Hellgate (Treaty of Hellgate, Treaty of July 16, 1855, 12 Stat. 975, Ratified March 8, 1859) between the United States of America and the “confederated tribes of the Flathead, Kootenay and Upper Pend ‘Oreilles Indians” was signed on July 16, 1855 and ratified by Congress on March 8, 1859. Article I states:

“The said confederated tribes of Indians hereby cede, relinquish, and convey to the United States all their right, title, and interest in and to the country occupied or claimed by them...”

In Article IV, in compensation for the relinquishment of their rights, the United States paid to the tribes the sum of \$120,000.

In 1950, the Confederated Salish and Kootenai Tribes (CSKT) filed a complaint with the Indian Claims Commission (Docket 61) claiming that the payment received for their aboriginal land in the Treaty of Hellgate was unconscionable. In 1965 the court determined the payment was indeed unconscionable and awarded the tribes an additional judgment of \$4.7 million for the aboriginal land rights.

The proposed settlement was presented to the tribal membership and the CSKT Tribal Council and was approved. The parties entered into a stipulation agreement for the final judgment. One condition of the agreement was:

“The judgment shall finally dispose of all claims and demands which petitioner has asserted or could have asserted in this case against the defendant, and petitioners shall be barred from asserting all claims or demands in any future action.”

On April 22, 1967, Congress passed an act (PUBLIC LAW 90-11\_APRIL 22, 1967) to provide for the disposition of this judgment. 75% of the funds were distributed to the individual members of the tribes and 25% were paid to the CSKT Tribal Council.

#### Brief

In ceding the rights to their aboriginal lands in the Treaty of Hellgate, the tribes relinquished all parts of those lands, including the land itself, the mineral rights, and the water rights.

Section 22 of the Indian Claims Commission Act, ch. 959 60 Stat. 1055, 25 U.S.C (1976 ed.)

70u, /1/ states:\

- (a) When the report of the Commission determining any claimant to be entitled to recover has been filed with Congress, such report shall have the effect of a final judgment of the Court of Claims, and there is authorized to be appropriated such sums as are necessary to pay the final determination of the Commission. The payment of any claim, after its determination in accordance with this (Act), shall be a full discharge of the United States of the claims and demands touching any of the matters involved in the controversy.
- (b) A final determination against a claimant made and reported in accordance with this (Act) shall forever bar any further claim or demand against the United States arising out of the matter involved in the controversy.

In accepting the payment of the judgment of the Indian Claims Commission Docket 61, the CSKT Tribal Council and the individual members of the tribe bound themselves to the stipulation agreement. They have no further right to pursue any aspect of their aboriginal lands, both via the stipulation agreement and Section 22 of the Indian Claims Commission Act. The judgment is final.

This judgment is recorded and known to both the CSKT Tribal Council and the United States Government. Despite this, the Flathead Compact asserts several off-reservation water rights (for example 76N 30063808, 76K 30063809, 76D 30063810) without the authority to do so. This is a fraudulent overreach perpetrated by the parties of the Compact.

The conditions of the acceptance or rejection of the Compact state that this is an all-or-nothing decision. Nothing can be carved out or changed. Given these conditions, the entire Compact must be rejected as fraudulent. Furthermore, any other assertions of off-reservation water rights by the CSKT Tribal Council are also fraudulent.

#### Conclusion

These objectors request that the Compact be rejected for fraud and overreach. These objectors request that the Water Court accept no further filings of off-reservation water rights by the CSKT Tribal Council.

Dated this 9th day of July, 2024

/s/ Martin Eric Moore

Objector

/s/ Catherine Louise Moore

Objector

Certificate of Service by Email {XXX} or regular mail { }

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Dated this 9th day of July, 2024

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