

BEFORE THE INDIAN CLAIMS COMMISSION

THE STILLAGUAMISH TRIBE OF INDIANS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. 207
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

Decided: January 8, 1970

ADDITIONAL FINDINGS OF FACT

The Commission makes the following additional findings of fact which are supplemental to the findings numbered 1 through 18 heretofore entered in this matter (15 Ind. Cl. Comm. 1 (1965)):

19. In Stillaguamish Tribe of Indians v. The United States of America, 15 Ind. Cl. Comm. 1 (1965), the Commission determined that the plaintiff had aboriginal title to a certain tract of land ceded under the Point Elliott Treaty of January 22, 1855. It had been previously determined by the Commission that the consideration for this cession under the 1855 treaty was \$15,890.03. This left for determination the issues of the acreage of the tract ceded, the value of the land as of the date of cession, and offsets.

20. On or about March 31, 1965, the parties, acting through their counsel, discussed the possible compromise and settlement of the above-captioned case. On April 8, 1965, Mr. J. Edward Williams, on behalf of the defendant, wrote to plaintiff's attorney, Mr. Frederick W. Post, outlining a basis for settlement.

21. On July 24, 1965, a meeting of the Stillaguamish Tribe was held in Arlington, Washington, and a resolution was adopted by the Tribe to compromise and settle their claim for \$48,570.00. Said resolution was signed by Acting Chairman Esther R. Ross and Kathleen Johnson, Secretary. By letter dated July 26, 1965, counsel for the Stillaguamish Tribe, Mr. Frederick W. Post, advised the defendant of this resolution and offered to settle the claim for \$48,570.00. On March 25, 1966, the Department of Justice, acting through Mr. Edwin L. Weisl, Jr., Assistant Attorney General, advised Mr. Post by letter that the offer contained in Mr. Post's letter of July 26, 1965, was accepted subject to stated conditions. These conditions included that nothing shall preclude the Government in any subsequent litigation from claiming offsets prior to January 22, 1855, or subsequent to June 30, 1951, that the Stillaguamish Tribe accept the terms of the settlement by an appropriate resolution, and that the Secretary of the Interior or his authorized representative approve the resolution and also the settlement itself.

22. On September 10, 1966, a meeting of the Stillaguamish Tribe was held at Arlington, Washington, to consider a compromise settlement of their claim and also the conditions set forth in the March 25, 1966, letter from the Department of Justice. The meeting was attended by a representative from the Western Washington Indian Agency who submitted a report on the meeting. After considering the compromise proposal as set forth in the March 25, 1966, letter from the Department of Justice, the Stillaguamish Tribe adopted the following resolution which was submitted to the Bureau of Indian Affairs for approval:

"RESOLUTION OF STILLAGUAMISH TRIBE OF INDIANS

"The Stillaguamish Tribe of Indians adopted on the day below written, at Arlington, Washington, the following resolution:

"WITNESSETH:

"WHEREAS, the Stillaguamish Tribe of Indians on the 24th day of April, 1965, resolved to compromise and settle its claim against the United States pending before the Indian Claims Commission under Docket No. 207 for the net sum of \$48,570.00, and

"WHEREAS, the proposed compromise settlement was submitted for approval to the Department of Justice by its attorney in his letter dated July 26th, 1965, as supplemented by his letter of October 6th, 1965, and

"WHEREAS, the Department of Justice accepted the offer of the Stillaguamish Tribe to compromise and settle its claim for said net sum but subject to certain conditions, and

"WHEREAS, the Tribe's attorney requested approval of the United States Department of Interior of said compromise but the Department of Interior refused approval unless a new meeting be held by the Tribe to consider the new conditions imposed by the Department of Justice, all as stated in the letter of A. W. Galbraith, Acting Area Director, Bureau of Indian Affairs, at Portland, Oregon, dated April 28th, 1966, and

"WHEREAS, the Stillaguamish Tribe of Indians has fully considered the said conditions and find that none of said conditions adversely affect the interests of the Tribe,

"NOW THEREFORE, IT IS HEREBY RESOLVED that the Tribe's attorney, Frederick W. Post, be and he hereby is authorized to compromise and settle its claim for the net sum of \$48,570.00 by entering into a stipulation with the Department of Justice for the entry of a final judgment for said net amount, all subject to the conditions set forth in the letter to the Tribe's attorney from the Department of Justice dated March 25th, 1966 signed by Mr. Edwin L. Weisl, Jr., Assistant Attorney General, as follows:

"1. That nothing shall preclude the Government in any subsequent litigation from claiming offsets prior to January 22, 1855, or subsequent to June 30, 1951.

"2. That nothing shall prevent the Secretary of the Interior from exercising his authority to charge the Stillaguamish Tribe for the expenditures heretofore made for the expenses of the sale and management of timber under the Act of February 14, 1920, and acts amendatory thereof.

"3. That an appropriate resolution be secured from the governing body of the Stillaguamish Tribe accepting the terms of the settlement.

"4. That the approval of both the resolution of the Tribe and of the settlement itself by the Secretary of the Interior, or his authorized representative, be secured.

"5. That copies of such resolution showing the approval by the Secretary of the Interior, or his authorized representative, of the resolution and of the settlement be furnished this Department.

"6. That the terms and conditions of the settlement as agreed upon be incorporated into a formal stipulation of settlement.

"DATED at Arlington, Washington this 10th day of September, 1966.

/s/ John D. Silva  
Chairman

/s/ Kathleen A. Johnson  
Secretary"

23. On December 1, 1966, the Bureau of Indian Affairs wrote a letter to Mr. Frederick W. Post, attorney for the Tribe, as follows:

"UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
Washington, D. C. 20242  
December 1, 1966

"In Reply Refer to:  
Tribal Operations  
4523-66

"Mr. Frederick W. Post  
Attorney at Law  
14311 Aurora Avenue North  
Seattle, Washington 98133

"Dear Mr. Post:

"You have requested our approval of a proposed compromise to settle the claims of the Stillaguamish Tribe of Indians in Indian Claims Commission Docket No. 207 for a net judgment of \$48,570.00.

"The Indian Claims Commission issued an opinion in Docket No. 207 on February 26, 1965, holding that the Stillaguamish Tribe had original title to an area of land described in the Commission's Finding No. 18, ceded under the Point Elliott Treaty of January 22, 1855. Previously, the Commission decided on August 13, 1964, that consideration in the sum of \$15,890.03 had been paid for the cession under the terms of the 1855 Treaty. This left for determination the main issues of the acreage of the tract ceded, the value of the land as of the date of taking, and offsets.

"Your authority to represent the Stillaguamish Tribe as claims counsel is governed by three contracts. Contract No. I-1-ind. 42494, dated March 7, 1951, between the Stillaguamish Tribe and Attorneys Frederick W. Post, Malcolm S. McLeod, and Warren J. Gilbert was approved July 12, 1951, for a period of five years beginning with the date of approval. Contract, Symbol 14-20-0650 No. 1023, dated December 3, 1957, between the Stillaguamish Tribe and Attorneys Frederick W. Post and Warren J. Gilbert was approved February 9, 1962, for a period of seven years beginning July 12, 1956. A contract which is currently in effect, Symbol 14-20-0500 No. 2092, dated October 17, 1964, between the Stillaguamish Tribe and Attorney Frederick W. Post, was approved December 7, 1964, for a period of five years beginning July 12, 1963.\*

"Contract No. 2092 provides in pertinent part that:

"The said attorney, in the performance of the duties required of him under this contract, shall be subject to the supervision and direction of the Secretary of the Interior or his duly authorized representative and the Tribe, and shall not make any compromise, settlement, or other adjustment of the matters in controversy unless with the approval of the Secretary of the Interior or his duly authorized representative and the Tribe.'

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\*This contract was extended for five years effective July 12, 1969.









