

TESTIMONY OF THE HONORABLE ROBERT KEWAYGOSHKUM
CHAIRMAN
PRESENTED BY THE HONORABLE GEORGE BENNETT
TRIBAL COUNCILOR
ON BEHALF OF
THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS

Testimony
Before the. Committee on Resources
United States House of Representatives

Hearing on H.R. 831, "To provide for and approve the settlement of certain land claims of the Bay Mills Indian Community" and H.R. 2793, "To provide for and approve the settlement of certain land claims of the Sault Ste. Marie Tribe of Chippewa Indians."

June 24, 2004

Introduction. Good afternoon, Mr. Chairman and Members of this distinguished Committee. My name is George Bennett. I am a member of the Tribal Council of the Grand Traverse Band of Ottawa and Chippewa Indians, located near Traverse City, MI. I am here on behalf of our Tribal Council, and its Chairman, the Honorable Robert Kewaygoshkum, who was unable to reschedule another commitment he had for today. With me is my colleague and fellow Tribal Councilor, the Honorable Dave Arroyo.

I would like to thank this Committee for inviting the Grand Traverse Band to testify today. We have focused our testimony on H.R. 831 and H.R. 2793 as introduced and would request that if there are any changes under consideration to those bills that we be given a reasonable amount of time to review and comment on such changes before they are given serious consideration.

Both H.R. 831 and H.R. 2793, and a companion Senate bill introduced several years ago, S. 2986, attempt to provide a legislative remedy for an un-established and unfounded land claim of the Bay Mills Indian Community and the Sault Ste. Marie Tribe of Chippewa Indians. In so doing, these bills attempt to circumvent a very important promise made by seven Michigan Tribes, including Bay Mills, Sault Ste. Marie, and the Grand Traverse Band, when they entered into their IGRA Gaming Compacts with the State of Michigan in 1993. At that time, each of our seven Tribes pledged not only to the State but to each other that we would not engage in economic warfare over gaming. Each Tribe agreed that it would pursue proposals to establish casinos far removed from its

traditional territory *only if it had first reached a revenue-sharing agreement with the other six Tribes.*

This inter-tribal agreement was critical to each Tribe's survival, because proposals to game far off-reservation in the more populous parts of the State posed then and pose today the real potential to choke off the revenues of casinos closer to home that the Tribes rely upon to fund essential governmental programs and for employment. H.R. 831 and H.R. 2793, as proposed by Bay Mills and Sault Ste. Marie, brazenly violate that promise. Rather than honoring their Compact pledge, Bay Mills and Sault Ste. Marie have asked the federal Congress to impose federal legislation – based on a land claim that has never been proven – that would excuse them from complying with their inter-Tribal promises and that would instead favor them to the great detriment of others, all in violation of the Federal trust responsibility to act with the interests of all Tribes in mind. Congress should reject the Bay Mills and Sault Ste. Marie request to legislatively impose such an unfair proposal. For these reasons, the Grand Traverse Band respectfully but firmly opposes H.R. 831 and H.R. 2793 and similar legislative provisions with false land claim premises and unfair results.

We take no pleasure in opposing legislation sought by two of our sister Indian tribes. We have worked with both the Bay Mills and the Sault Ste. Marie Tribes on many issues of common interest and concern over the years. We expect to do more of the same in the future. But as set out below, the rationale for the bills before this Committee is without foundation in fact or law or sound Indian policy. H.R. 831 and H.R. 2793 would set a bad precedent and produce a grossly unfair result in violation of Compact agreements, the Indian Gaming Regulatory Act (the “Act” or “IGRA”), and a policy of fair dealings. We must therefore oppose their enactment.

Background on the Grand Traverse Band. The traditional tribal territory of the Grand Traverse Band (“GTB” or “Band”), is located in the northwest portion of Michigan's lower peninsula. The Band operates two casinos under the provisions of IGRA, both of which are situated well within the traditional territory of the Band. Our Peshawbestown casino, Leelanau Sands, is located in the heart of our 1855 treaty reservation near the center of the Band's modern-day government operations in Peshawbestown, Michigan. Our Turtle Creek casino falls squarely within the Band's traditional territory near the exterior boundaries of our 1836 treaty reservation.

In a decision upholding the legality of our Turtle Creek Casino under the Act, the U.S. Court of Appeals for the Sixth Circuit very recently affirmed the finding of U.S. District Court Judge Douglas W. Hillman that the casino is located “‘at the heart of the region that comprised the core of the Band's aboriginal territory and was historically important to the economy and culture of the Band.’” *Grand Traverse Band of Ottawa and Chippewa Indians v. United States Attorney*, __F.3d__, 2004 WL 1144510, *1 (6th Cir. 2004) (quoting *Grand Traverse Band of Ottawa and Chippewa Indians v. United States Attorney* 198 F.Supp. 2d 920, 926 (W.D.Mich. 2002)). [While the case name of the Sixth Circuit and district court Turtle Creek decisions reflects the fact that GTB originally

brought a declaratory judgment action against the United States to establish the legality of its Turtle Creek Casino, the United States, in an opinion issued by the National Indian Gaming Commission and concurred in by the Secretary of the Interior, declared prior to trial its own view that the Casino was legal under the Act, again based on the casino's location in the Tribe's core territory. The Turtle Creek litigation accordingly proceeded only against the State of Michigan.]

H.R. 831 and H.R. 2793 Would Establish a Devastating Precedent. H.R. 831 and H.R. 2793 are, at best, premature. They are both premised on purported land claims which have never been established in any court of law. It would be risky and ill-considered for the U.S. Congress to preempt normal judicial processes by wading into a dispute imposing a remedy before there is any adjudication of the claims. Yet this is what these two bills would do. They would by-pass the courts and force upon the local communities, Indian and non-Indian alike, remedies with all kinds of ramifications, both intended and perhaps unintended. Chief among these would be Congress's validation of the effort by Bay Mills and Sault Ste. Marie to evade the promise made in their IGRA gaming compacts that they would not pursue casino proposals far off-reservation without first taking into account the interests of other Michigan Tribes.

H.R. 831 and H.R. 2793 Are Premised on Land Claims That Have Been Rejected Both By the Courts and the Secretary of the Interior. H.R. 831 and H.R. 2793 would ratify a land claim settlement where the underlying land claim has never been proven to be valid. In both state and federal court, the Bay Mills Indian Community has attempted to establish a valid land claim to the Charlotte Beach property. [See Bay Mills Indian Community v. Western United Life Assurance Co., No. 2:96-CV-275, 26 Indian L. Rep. 3039 (W.D. Mich., Dec. 11, 1998), *aff'd*, 208 F. 3d 212, 2000 WL 282455 (6th Cir., Mar. 8, 2000)]; Bay Mills Indian Community v. Court of Claims, State of Michigan, 244 Mich. App. 739, 626 N.W. 2d 739 (2001), *cert. denied*, 122 S. Ct. 1303 (2002). Notably, the Charlotte Beach land claim site is located within Chippewa County, an Upper Peninsula county in which both Bay Mills Indian Community and Sault Ste. Marie Tribe have long resided and have their trust and reservation lands.] The essence of Bay Mills' land claim is that the United States issued patents to tribal land on or near Charlotte Beach to a non-Indian prior to the Congressional ratification of the 1855 treaty. [See 626 N.W.2d at 172.] Bay Mills claims that the land, which was eventually lost to county property tax foreclosure, remained in trust and should never have been subject to state or local taxes. [See *id.*]

From the beginning, the Grand Traverse Band has supported Bay Mills' attempts to prove the validity of its Charlotte Beach land claims in a court of law. We would strongly support further attempts by Bay Mills to establish its judicial claims, including a Congressional waiver of the sovereign immunity of any indispensable parties for the purpose of reaching the merits of the Charlotte Beach land claim.

To this point, however, on each of its attempts to judicially establish a land claim, Bay Mills has failed to affirmatively make its case. For example, in Bay Mills Indian Community v. Court of Claims, State of Michigan, a case decided in the Michigan state

courts and with respect to which the United States Supreme Court recently denied certiorari, the Michigan Court of Appeals held that Bay Mills did not establish a prima facie case that the State of Michigan and the United States violated the Non-Intercourse Act. [See id. at 173-174.] The same court also found that the land at issue was properly subject to county property taxes because the federal government intended for the land to be alienable when it issued the patents. [See id. at 172-73 (citing Cass Co., Minnesota v. Leech Lake Band of Chippewa Indians, 524 U.S. 103 (1998)).] The federal court litigation, entitled Bay Mills Indian Community v. Western United Life Assurance Co., also failed to establish a land claim as it was dismissed because of the refusal of the Sault Ste. Marie Tribe to waive its sovereign immunity and participate in the litigation. [See 26 Indian L. Rep. at 3041-42 (finding the Sault Ste. Marie Tribe indispensable to further proceedings in the Charlotte Beach land claims litigation).] As such, the liability of the State of Michigan or the United States has never been established by Bay Mills or Sault Ste. Marie, and Sault Ste. Marie has in fact affirmatively sought to preclude a judicial resolution of the issue on the merits. Moreover, the Secretary of the Interior has expressly rejected Bay Mills' Charlotte Beach land claim pursuant to the process established by 28 U.S.C. §2415. [As this Committee knows well, section 2415 operates as follows: [Section] 2415(c) "provides that there is no limitations period for suits for possession or title brought by the United States." Title 28 U.S.C. § 2415(b) provides that Indian claims that are on a list published by the Secretary of the Interior pursuant to section 4(c) of the Indian Claims Limitations Act of 1982 are not barred until (1) one year after the Secretary publishes, in the Federal Register, a rejection of the claim, or (2) three years after the Secretary submits legislation to Congress to revoke the claim. Seneca Nation of Indians v. State of New York, 26 F. Supp. 2d 555, 573 (W.D. N.Y. 1998), aff'd 178 F. 3d 95 (2nd Cir. 1999), cert. denied, New York v. Seneca Nation of Indians, 528 U.S. 1073 (2000).] So, having lost each time in the court, or having sought to evade a judicial decision on the matter, Bay Mills and Sault Ste. Marie have now come to Congress to obtain what the courts and the Secretary cannot say is legally theirs. In sum, the Bay Mills and Sault Ste. Marie proposals would turn the accepted understanding of IGRA's land settlement provision directly on its head. For until now, as one academic recently put it, it has widely been understood that "[t]he viability of establishing gaming operations under the IGRA on lands taken into trust as part of a settlement of a land claim is, at the end of the day, directly related to the viability of the land claim itself." Blake A. Watson, *Indian Gambling in Ohio: What are the Odds?*, 32 CAP U. L. REV. 237, 292 (2003).

H.R. 831 and H.R. 2793 Invite Groundless Land Claims and Sham Transactions. If enacted despite the fact that the validity of the Charlotte Beach land claims has never been established, H.R. 831 and H.R. 2793 would encourage other non-federal parties to conjure up sham transactions affecting Indian land claims deemed groundless by the Department of the Interior, and then settle those claims with a tribe and run to Congress to get a land-claim settlement exception under IGRA. We do not use the term "sham" lightly here. It was the very same term used by Sault Ste. Marie chairman Bernard Bouschor two years ago when he testified before the U.S. Senate Committee on Indian Affairs in opposition to Bay Mills' earlier attempt

to obtain legislation based on the very same land claim and rationale at issue here. See October 10, 2002 record of the Hearing of the Senate Committee on Indian Affairs on S. 2986, a Bill to Provide For and Approve the Settlement of Certain Land Claims of the Bay Mills Indian Community, Michigan.

Allowing Bay Mills, Sault Ste. Marie and the State of Michigan to invoke a federal remedy for an Indian land claim in which there is no federal or state liability establishes an unprincipled precedent. The states are no more than outside parties to IGRA's land claim settlement exception. If Congress ratifies the Bay Mills and Sault Ste. Marie proposed Settlement Agreement, then *any party*—states, counties, local landowners—could settle a land claim of dubious validity with an Indian Tribe and demand to enjoy the benefits of the land claim settlement exception under IGRA. Large non-Indian gaming interests could see fit to acquire property with the cloud of potential Indian land claims, settle the claim with the Tribe, and then strike a deal with the Tribe to invoke the land claim settlement exception to IGRA's general prohibition. The result could be an all-out proliferation of gaming that would ultimately result in significant damage to the interests of Tribes and others throughout America, and would embroil the Congress in controversy after controversy that subject it to the manipulation of collusive local interests.

The Grand Traverse Band's recent litigation with the State of Michigan, the Michigan State Department of Natural Resources, and Mirada Ranch, Inc., provides an instructive example of how the new Bay Mills and Sault Ste. Marie proposed precedent could be utilized to expand gaming operations. The Grand Traverse Band filed affidavits in our litigation that may have served to cloud title for some purposes on lands located on South Fox Island in Lake Michigan. The affidavits stated that Band members may have land claims to certain parcels on the Island. If the Congress were to enact H.R. 831 and H.R. 2793, the Grand Traverse Band and its members could use that bill as a precedent justifying us to cut a deal with the South Fox Island landowners to settle our land claim and then demand land far from South Fox for gaming purposes in accordance with the manner proposed by H.R. 831 and H.R. 2793. Indeed, unlike Bay Mills' and Sault Ste. Marie's land claims, which have been expressly rejected by the Secretary of the Interior, our South Fox Island claims remain valid and preserved under 28 U.S.C. § 2415.

Section 2415 presumably has a very important role to play here. Where the Secretary of the Interior, in the exercise of her expertise, has expressly rejected the validity of a land claim under that provision, a subsequent effort to settle that same "claim" in order to invoke the land settlement provision of IGRA seems suspect at best. Certainly Congress should not be about the business of over-riding both the Judicial and Executive Branches in order to render valid an otherwise invalid land claim. [The continued inability of Bay Mills to establish the viability of the Charlotte Beach land claim, and the repeated characterization of that claim as a "sham" by Sault Ste. Marie, render highly questionable the State of Michigan's claim that any need exists to "settle" that claim in order to protect land values or the ability to levy real property taxes.]

H.R. 831 and H.R. 2793 Contravene Federal Indian Law and Expand IGRA. The Grand

Traverse Band opposes the dramatic expansion of the exceptions to the general prohibition against gaming on after-acquired lands proposed in H.R. 831 and H.R. 2793.

Even if Bay Mills and Sault Ste. Marie had a valid land claim to land in Charlotte Beach, the Grand Traverse Band could not support those Tribes in a scenario where they exchanged purported rights to their traditional territory in Charlotte Beach for gaming lands hundreds of miles away as is proposed in H.R. 831 and H.R. 2793. Public policy, federal Indian policy, and federal case law are overwhelmingly arrayed against construing land claim settlements in the manner endorsed by H.R. 831 and H.R. 2793, and Bay Mills and Sault Ste. Marie have fostered such a construction only because of their desire to evade their obligations to other Michigan Tribes under Section 9 of our IGRA Gaming Compacts.

The policy enunciated by Congress in 1988 with the enactment of IGRA would be undermined by adoption of H.R. 831 and H.R. 2793. IGRA provides a general prohibition of gaming on lands placed into trust after the passage of IGRA on October 17, 1988. [See 25 U.S.C. § 2719.] Generally, Congress contemplated that gaming on after-acquired lands could only take place on lands located within or contiguous to the boundaries of the reservation of an Indian tribe. [See 25 U.S.C. § 2719(a)(1).] The general prohibition is subject to certain exceptions: Tribes may game on after-acquired lands either after successfully completing a rigorous administrative process resulting in approval by the Secretary of the Interior and the Governor of their gaming proposal (25 U.S.C. §2719(b)(1)(A)), or after establishing that the after-acquired lands were taken into trust as part of the settlement of a land claim, the restoration of lands to a restored tribe, or in establishing the initial reservation of an administratively acknowledged tribe (25 U.S.C. §2719(b)(1)(B)). [See 25 U.S.C. § 2719(b)(1)(B)(i).] The three Section 2719(b)(1)(B) exceptions are meant to be limited in scope, and to apply only to lands located within or near a Tribe's traditional territory.

Congress did not intend for the land claims settlement exception to be exploited in the manner proposed by H.R. 831 and H.R. 2793. The three exceptions contained in Section 2719(b)(1)(B) should be read in the same context. One of the fundamental rules of interpreting statutes relating to Indian Tribes is that “Federal policy toward Indians is often contained in several general laws, special acts, treaties, and executive orders, and these must be construed *in pari materia* in ascertaining congressional intent.” [Yellowfish v. City of Stillwater, 691 F. 2d 926, 930 (10th Cir. 1982), cert. denied, 461 U.S. 927 (1983).] The other two exceptions—the restored lands exception [See 25 U.S.C. § 2719(b)(1)(B)(iii).] and the initial reservation exception [See 25 U.S.C. § 2719(b)(1)(B)(ii)] —both have been interpreted by the courts as limiting gaming validated by these exceptions only to areas in which the Indian Tribe has a traditional, historical, and cultural connection and relationship. *Grand Traverse Band*, 2004 W.L. 1144510 (6th Cir. 2004); *TOMAC v. Norton*, 193 F.Supp 2d 182 (D.D.C. 2002); *Sault Ste. Marie Tribe of Chippewa Indians v. United States*; *Confederated Tribes of Coos, Lower Umpgua and Siuslaw Indians* 116 F.Supp 2d 155(D.D.C. 2000). H.R. 831 and H.R. 2793 would create precedent for courts to read all three exceptions in Section 2719(b)(1)(B) as

including lands put into trust for purposes of gaming far from that Indian Tribe's traditional territory.

Contrary to Bay Mills' Port Huron and Sault Ste. Marie's Romulus or Otsego County proposals, the Grand Traverse Band's efforts to lawfully operate our Turtle Creek gaming facility properly followed the intent and underlying policy of §2719(b)(1)(B). The Band established in federal court that the Turtle Creek site was within the historical and cultural center of the Grand Traverse Band's traditional territory. No additional federal action was necessary because our land was already held in trust and subject to the governmental authority of our Tribe.

H.R. 831 and H.R. 2793 Attempt to Circumvent the Promises Made By Bay Mills and Sault Ste. Marie to Other Michigan Tribes Under Section 9 of the Tribal-State IGRA Compacts.

The tribal-state IGRA gaming compacts negotiated in 1993 between seven Michigan Tribes (including Bay Mills, Sault Ste. Marie and GTB) and the State contain an identical provision, Section 9, which declares as follows:

An application to take land in trust for gaming purposes pursuant to §20 of IGRA (25 U.S.C. § 2719) shall not be submitted to the Secretary of the Interior in the absence of a prior written agreement between the Tribe and the State's other federally recognized Indian Tribes *that provides for each of the other Tribes to share in the revenue of the off-reservation gaming facility that is the subject of the § 20 application.*

See, e.g., A Compact Between the Bay Mills Indian Community and the State of Michigan, § 9 (emphasis added).

The meaning of and intent behind Section 9 are clear. At the time that the 1993 Compacts were negotiated, each of the 7 signatory Tribes was operating casinos within its traditional territory. Under IGRA and the Compacts, each of the Tribes could continue to operate those casinos in separate, independent efforts to foster tribal self-government and economic development. Furthermore, pursuant to the three section 2719(b)(1)(B) exceptions described above, each of the Tribes could develop additional IGRA-governed gaming facilities within its traditional territory. However, if any Tribe sought to take land into trust for gaming purposes outside of its traditional territories, each Tribe agreed that it first had to work out revenue sharing agreements with the other Tribes. In this way, the Michigan Tribes pledged not to engage in a form of economic warfare that would ultimately injure all of them. They promised not to engage in an endless game of attempting to leapfrog over one another in moving closer to major population centers while cutting off revenues to their less aggressive brethren. Only once they had worked out cooperative arrangements among themselves would the Michigan Tribes then attempt to secure the approval of the Secretary of the Interior, and the concurrence of the Governor, for far-reaching off-reservation gaming proposals under

Section 20 of IGRA.

Very shortly after the 1993 Compacts were finalized, the Michigan Tribes demonstrated their understanding of how Section 9 of the Compacts was meant to work. The Tribes worked cooperatively on a proposal to take land into trust for gaming under IGRA in the City of Detroit. They crafted an appropriate revenue-sharing agreement and only because the Governor, at the last minute, withdrew his support for the proposal did the collaborative effort not come to fruition. [After the tribal IGRA deal was blocked, the State issued licenses for three commercial (non-IGRA) casinos in Detroit. All operate under authority of state law and not the federal Indian Gaming Regulatory Act although one of the owner-operators is the Sault Ste. Marie Tribe.]

By contrast, the legislation being advanced by Bay Mills and Sault Ste. Marie would establish IGRA-authorized gaming operations far from the traditional territories of those two Tribes without involving the other Michigan Tribes and without any regard for their well-being. H.R. 831 and H.R. 2793 are nothing more than a naked attempt to circumvent Section 9 of the 1993 IGRA Compacts and the protection Section 9 offers for other Tribal signatories. Bay Mills and Sault Ste. Marie seek to establish casinos in parts of the State far removed from their traditional territories in violation of their pledge to first work out a revenue sharing arrangement with other Tribes. Under normal circumstances, the Bay Mills and Sault Ste. Marie proposals would fall squarely within Section 2719(b)(1)(A) of IGRA – the Tribes would have to convince both the Secretary of the Interior and the Governor that gaming proposals should move forward. However, because an application under Section 2719(b)(1)(A) would trigger the revenue-sharing requirements of Section 9, and because they seek to get a free pass from the Congress to avoid the revenue sharing and governmental cooperation underpinning that Compact provision, Sault Ste. Marie and Bay Mills have brazenly sought to characterize their land grab efforts in southern Michigan as involving the settlement of a land claim in the Upper Peninsula. As detailed above, however, the validity of their land claims in Chippewa County has never been established and those claims have indeed previously been described by the Chairman of Sault Ste. Marie as a “sham” in public testimony opposing the very position being taken today by the Sault Ste. Marie Tribe. Moreover, no court of law has ever construed the “settlement of a land claim” provision in IGRA to authorize Tribes to establish casinos far removed from the traditional territory subject to the land claim being settled as is here proposed by Bay Mills and Sault Ste. Marie, even assuming the existence of a valid claim.

Congress should accordingly reject the legislative proposals of Sault Ste. Marie and Bay Mills as sham efforts to renege on their Compact obligations to avoid injury to other Tribes economically through off-reservation gaming proposals. The Sault Ste. Marie proposal, for example, would authorize the establishment of a casino in Otsego County. Were Sault Ste. Marie in fact to develop a casino in Otsego County, the casinos presently operated by the Little River Band of Ottawa Indians, the Little Traverse Bay Bands of Odawa Indians, and the GTB [these three Tribes operate their casinos within their traditional tribal territories under authority of the IGRA and the tribal-State Compacts],

would all stand to suffer significantly, as Otsego County falls in-between the major population centers downstate and the casinos run by those Tribes. All three Ottawa Tribes have invested tremendous resources in the development of their casinos, and as Judge Hillman expressly found and the Sixth Circuit expressly affirmed in the case of the GTB Casino, those casinos not only provide tribal members with valuable employment opportunities but also fund “a variety of governmental programs, including health care, elder care, child care, youth services, education, housing economic development and law enforcement.” *Grand Traverse Band*, 198 F.Supp.2d at 926. *Grand Traverse Band*, 2004 WL at *2.

Conclusions

The Sault Ste. Marie and Bay Mills legislative proposals are premised upon a sham concoction of an unfounded land claim. While GTB is for fair and rule-governed economic competition in the market place, the Bay Mills and Sault Ste. Marie proposals would change the rules, relieve Bay Mills and Sault Ste. Marie of their contractual obligations to other Michigan tribes, and create an exception to the rules governing the establishment of new tribal gaming facilities far from traditional tribal territories. We respectfully but forcefully must oppose H.R. 831 and H.R. 2793.

Mr. Chairman, the legislation pending before this Committee asks Congress to violate the federal trust responsibility and notions of fundamental fairness by requesting that Congress write special rules favoring a few specific Tribes over others, all in contravention of a clear agreement made by those specific Tribes to respect the rights of other Michigan Tribes.

If the Congress enacted H.R. 831 and H.R. 2793, it would establish a terribly destructive precedent that would unleash a flood of land claims mischief in Congress, in Indian Country, and in communities throughout the United States. Bay Mills and Sault Ste. Marie are fully authorized and able to pursue Section 2719(b)(1)(A) applications under IGRA with the Secretary of the Interior in order to advance their desire to game far off-reservation without involving a congressionally imposed settlement of a sham land claim, and Bay Mills and Sault Ste. Marie are fully capable of honoring their obligations to other Michigan Tribes under Section 9 in the process. The Congress should reject these bills and insist that these two Tribes abide by their obligations. At the very least, the Congress should not assist them in breaching their obligations to the Grand Traverse Band and other Tribes in Michigan.

For these reasons, the Grand Traverse Band respectfully urges this Committee and the Congress to reject as unwise and unfounded the provisions of H.R. 831 and H.R. 2793, and all provisions similar to them which would purport to resolve unresolved land claims and implicate lands far from the land claims in question.

Mr. Chairman, thank you for the opportunity this Committee has accorded the Band to testify on these matters and to note for the record the Grand Traverse Band’s strong

opposition to H.R. 831 and H.R. 2793.

I ask that a copy of my written statement and a copy of the recently-enacted resolution of the Tribal Council of the Grand Traverse Band, “Resolution 04-22.1402 – Opposition to H.R. 831 and H.R. 2793”, be included in the record of this hearing. I would be pleased to try to answer any questions you may have.

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