

No. 21-7098

ORIGINAL

FILED  
OCT 23 2021  
OFFICE OF THE CLERK  
SUPREME COURT U.S.

IN THE  
SUPREME COURT OF THE UNITED STATES

THOMAS G. LANDRETH — PETITIONER  
(Your Name)

VS.

UNITED STATES OF AMERICA et al. — RESPONDENT(S)

MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS*

The petitioner asks leave to file the attached petition for a writ of certiorari without prepayment of costs and to proceed *in forma pauperis*.

Please check the appropriate boxes:

Petitioner has previously been granted leave to proceed *in forma pauperis* in the following court(s):

FEDERAL COURT OF CLAIMS, WESTERN DISTRICT COURT AT  
TACOMA, WA, NINTH CIRCUIT COURT OF APPEALS

Petitioner has **not** previously been granted leave to proceed *in forma pauperis* in any other court.

Petitioner's affidavit or declaration in support of this motion is attached hereto.

Petitioner's affidavit or declaration is **not** attached because the court below appointed counsel in the current proceeding, and:

The appointment was made under the following provision of law: \_\_\_\_\_, or

a copy of the order of appointment is appended.

Thomas G. Landreth  
(Signature)

**AFFIDAVIT OR DECLARATION  
IN SUPPORT OF MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS***

I, THOMAS G. LANDRETH, am the petitioner in the above-entitled case. In support of my motion to proceed *in forma pauperis*, I state that because of my poverty I am unable to pay the costs of this case or to give security therefor, and I believe I am entitled to redress.

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly amount during the past 12 months		Amount expected next month	
	You	Spouse	You	Spouse
Employment	\$ <u>2700</u>	\$ <u>0</u>	\$ <u>2700</u>	\$ <u>0</u>
Self-employment	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Income from real property (such as rental income)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Interest and dividends	\$ <u>38.00</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Gifts	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Alimony	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Child Support	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Retirement (such as social security, pensions, annuities, insurance)	\$ <u>5419.00</u>	\$ <u>563.00</u>	\$ <u>5419.00</u>	\$ <u>563.00</u>
Disability (such as social security, insurance payments)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Unemployment payments	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Public-assistance (such as welfare)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Other (specify): _____	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<b>Total monthly income:</b>	\$ <u>8119.00</u>	\$ <u>563.00</u>	\$ <u>8119.00</u>	\$ <u>563.00</u>

2. List your employment history for the past two years, most recent first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
HO QUINN SCHOOL DISTRICT	325 W CHENNUT	2002-PRESENT	SCHOOL BUS DRIVER \$1T VARIES \$ 2,000.00 \$

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
Ø	Ø	Ø	\$ Ø \$ \$

4. How much cash do you and your spouse have? \$ 20.00 / \$ 400.00 IN WALLET  
Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Type of account (e.g., checking or savings)	Amount you have	Amount your spouse has
CHECKING	\$ 44,000.	\$
SAVINGS	\$ 67,970.	\$
MARKET SAVINGS	\$ 145,000.	\$

TOGETHER

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Home  
Value 136,000

Other real estate <sup>SUMMER CABIN</sup>  
Value 94,850.

Motor Vehicle #1  
Year, make & model 2008 CRUISE VICTORIA  
Value 4,600.

Motor Vehicle #2  
Year, make & model 2006 FORD F.150  
Value 2,500.00

Other assets  
Description \_\_\_\_\_  
Value \_\_\_\_\_

- MOTOR VEHICLE #3 1994 E. 150 FORD VAN 2,000.
- MOTOR VEHICLE #4 1999 MERCURY MUSTIQUE 1,000.
- ✓ MOTOR VEHICLE #5 1996 CHEV PICK UP 12,000

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
<u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<u>0</u>	\$ <u>0</u>	\$ <u>0</u>

7. State the persons who rely on you or your spouse for support. For minor children, list initials instead of names (e.g. "J.S." instead of "John Smith").

Name	Relationship	Age
<u>0</u>	<u>0</u>	<u>0</u>
<u>0</u>	<u>0</u>	<u>0</u>
<u>0</u>	<u>0</u>	<u>0</u>

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, or annually to show the monthly rate.

	<u>TOGETHER</u>	
	You	Your spouse
Rent or home-mortgage payment (include lot rented for mobile home)	\$ <u>0</u>	\$ <u>0</u>
Are real estate taxes included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is property insurance included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Utilities (electricity, heating fuel, water, sewer, and telephone)	\$ <u>1,003.00</u>	\$ <u>0</u>
Home maintenance (repairs and upkeep) 2020 - NEW ROOF	\$ <u>25,000.00</u>	\$ <u>0</u>
Food	\$ <u>800.00</u>	\$ <u>0</u>
Clothing	\$ <u>200.00</u>	\$ <u>0</u>
Laundry and dry-cleaning	\$ <u>0</u>	\$ <u>0</u>
Medical and dental expenses	\$ <u>0</u>	\$ <u>0</u>

WE HAVE HEALTH &  
DENTAL

TOGETHER

	You	Your spouse
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Transportation (not including motor vehicle payments)	\$ <u>600.00</u>	\$ <u>0</u>
Recreation, entertainment, newspapers, magazines, etc.	\$ <u>40.00</u>	\$ <u>0</u>
<b>Insurance (not deducted from wages or included in mortgage payments)</b>		
Homeowner's or renter's	\$ <u>70.00</u>	\$ <u>0</u>
Life	\$ <u>0</u>	\$ <u>0</u>
Health	\$ <u>590.00</u>	\$ <u>0</u>
Motor Vehicle	\$ <u>213.00</u>	\$ <u>0</u>
Other: _____	\$ <u>0</u>	\$ <u>0</u>
<b>Taxes (not deducted from wages or included in mortgage payments)</b>		
(specify): <u>REAL ESTATE</u>	\$ <u>250.00</u>	\$ <u>0</u>
<b>Installment payments</b>		
Motor Vehicle	\$ <u>0</u>	\$ <u>0</u>
Credit card(s)	\$ <u>500.00</u>	\$ <u>0</u>
Department store(s)	\$ <u>0</u>	\$ <u>0</u>
Other: _____	\$ <u>0</u>	\$ <u>0</u>
Alimony, maintenance, and support paid to others	\$ <u>0</u>	\$ <u>0</u>
Regular expenses for operation of business, profession, or farm (attach detailed statement)	\$ <u>0</u>	\$ <u>0</u>
Other (specify): _____	\$ <u>0</u>	\$ <u>0</u>
<b>Total monthly expenses:</b>	<b>\$ <u>1513.00</u></b>	<b>\$ <u>0</u></b>

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

Yes  No If yes, describe on an attached sheet.

10. Have you paid - or will you be paying - an attorney any money for services in connection with this case, including the completion of this form?  Yes  No

If yes, how much? \_\_\_\_\_

If yes, state the attorney's name, address, and telephone number:

11. Have you paid—or will you be paying—anyone other than an attorney (such as a paralegal or a typist) any money for services in connection with this case, including the completion of this form?

Yes  No

If yes, how much? UNKNOWN FOR COPY MAKING

If yes, state the person's name, address, and telephone number:

STAPLES OFFICE SUPPLY  
ABERDEEN, WA 98520

12. Provide any other information that will help explain why you cannot pay the costs of this case.

SEE ATTACHED LETTER

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: DECEMBER 14, 2021

Thomas G. Landolt  
(Signature)

## QUESTION # 12

"Provide any other information that will help explain why you cannot pay the costs of this case."

I filed this case to protect my civil tangible and intangible property rights because the Olympic National Park has not assisted in the protection of my land or civil real property rights.

The opposite is true, the Olympic National Park, elected representatives of the people and the Quinault Indian Tribe have been pursuing the elimination of all privately owned land within the Olympic National Park since the park was established in 1938. The fact the land was legally settled prior to becoming a forest reserve or national park, shows, the taking of the land is being legally pursued by the federal government. The removal of the privately owned land is taking away the tax base and available residential land of the local community, Grays Harbor County, State of Washington and the federal government as a whole as well as Petitioners constitutional civil and real property rights.

The Courts so far have said my complaint is beyond the 12 year statute of limitations. However, those same Courts are bound by the language in the 1856 Treaty of Olympia. So, when Article 8 of the Treaty of Olympia provides the administrative procedure for achieving redress of grievances, then the tribe does not and cannot claim sovereign immunity. It has been established the Courts decide all issues to the benefit of the Indians but I believe the Indians signatory to the 1856

Treaty of Olympia knew what the taking of someone else's property, meant and the penalty for that taking.

In 1977 all private land owners on the north shore received a condemnation letter from the National Park Service to validate the taking by the government. The park claimed eminent domain. (attached)

The historical background of the north shore of Lake Quinault is the main reason no one person could afford to pay huge attorneys fees to first obtain the historical research to protect what is privately owned and legally purchased from the United States in 1906. However the land was settled beginning in 1888, prior to statehood, and remains as privately owned property today in 2021/22.

The Courts have implied that I am the sole person with the concerns of the takings of my guaranteed rights, but, many if not most of the owners of private property have relatives of, do business with or in some other manor deal with the Quinault Indian Tribe and to challenge the tribe would not be to their benefit. In my case, I do not have any connections to the Quinault Indian Tribe however, I do have a grandson that is a member of the Muskogee Indian Tribe. I also have two grandsons that are biracial.

Research information establishes that no Indians were living or residing in the Lake Quinault Area when settlement began. The settlers that moved into the area used the Quinault River as the highway of access from the Pacific Ocean some 30 miles up the river by hired Quinault Indian Canoes. It was a two day trip by canoe

to reach the lake. All the land was un-surveyed and no over land roads or highways existed. The first highway to the Quinault area was completed in 1915.

This is a complex case even though it is a simple Quiet Title Action regarding "in rem" ownership of accreted shore land abutting navigable Lake Quinault, involving ingress/egress to the lake, as well as my personal guaranteed rights of due process under the law, equal justice, full enjoyment of my land, to feel secure in my property, given to me as a citizen of the United States under the Constitution of the United States, Congressional Acts, and the public land laws.

I am a 76 year old retired citizen continuing to work to supplement my retirement and recover the \$200,000.00 dollars, plus, of savings to defend my rights as a citizen of the State of Washington residing in Hoquiam, Washington and owning recreational property on the north shore of navigable Lake Quinault. This has been going on for 8 years and I see not end because the United States has the power to keep this in court for decades. If in fact the Quinault Indian Tribe is allowed to take away my property and my civil rights, then what good is the Constitution and all the words upon that document?

The recreational property I now own has been in my family since 1943 and was purchased as recreational property that was included within the boundaries of the Olympic National Park in 1938/1940. The Olympic National Park is a federal enclave with sole exclusive jurisdiction over all the land owned by the United States. My land is privately owned and was purchased in 1906 from the federal

government under the 1862 Homestead Act while the land was within the Olympic Forest Reserve.

When, the Olympic Forest Reserve was established by Proclamation of the President in 1897, 1902 and 1907. The boundary of the forest reserve included navigable Lake Quinault to be within the forest reserve. When the federal government owns reserved land abutting navigable water it also owns any accreted shore land under the supremacy clause of the Constitution of the United States.

The Historical Index held and maintained by the Federal Bureau of Land Management proves the townships that are included in the Olympic Forest Reserve and the Quinault Indian Reservation. Lake Quinault is not within the Quinault Indian Reservation.

The adoption of the 1787 Northwest Ordinance into the Constitution of the United States in 1789 states that all navigable rivers will remain as common highways open and free to all people forever. All Judges are bound by the Constitution and the language in all treaties made with the Indians or foreign nations.

The Indian tribes in the 1850's were only given the right of occupancy of the land reserved for them. For Congress to now give the Indian tribes treated as a state status they have abrogated those treaties.

The private recreational property was purchased as government lots and was not subdivided into separate or individual lots until 1924 after the United States Forest

Service established the Lake Quinault Recreational Area which encompassed all the land abutting navigable Lake Quinault less the west shore of the lake which is the Quinault Indian Reservation.

My families privately owned lots 19 & 20 in section 13 in Township 23 North, Range 10 West, located in Grays Harbor County in the State of Washington abuts the North/South Township line between T. 23 N. R. 10 W, & T. 23 N. R. 9 W.

The first homestead on the north shore of navigable Lake Quinault was established in 1888 on un-surveyed land. The State of Washington entered the Union in 1889.

When the federal government sold the government lots to Mr. Higley in 1906, the government lots included the accreted shore land to the waters' edge.

The north shore of the lake was transferred from the Olympic National Forest to the Olympic National Park in 1938/1940, which transferred the Lake Quinault Recreational Area to be within the Olympic National Park.

One of the main purposes of the Olympic National Park is to provide recreational opportunities for all the people.

The problem at hand is the claim of ownership of accreted shore land abutting my private property within the Olympic National Park. The Olympic National Park has sole exclusive jurisdiction over all the land owned by the United States but not

100% of the Private land. That is to say, when federal law does not apply then Washington State law applies.

It is established law that all federally reserved land has the implied water rights to all water within or appurtenant to the reserved land in the amount needed to fulfill the purpose of the reservation, including Indian Reservations. One main purpose of the Olympic National Park is to provide recreational opportunities for all people, including the owners of private land that were owners of that private land prior to the transfer of forest service land to the National Park system in 1938.

Attached to this statement is a copy of what all property owners received from the United States Department of the Interior on January 23, 1978. "This is an actual CONDEMNATION LETTER sent by the park service."

The Private land owners on the north shore Lake Quinault have received several letters and demands from the Quinault Indian Tribe over the many decades claiming the north shore of the lake is within the political boundary of the Quinault Indian reservation. Letters are considered to be harassment and intimidation. The Quinault Indian Tribe has claimed many times that they own the lake bed and water in the lake and all people must comply with Quinault Tribal Law when using the lake.

The claim of ownership of the water and lake bed by the Quinault Indian Tribe and now the United States is in conflict with the Constitution and the adopted 1787 Northwest Ordinance as well as the equal footing doctrine, the enabling act

admitting the State of Washington into the Union and Washington States Article XVII of its Constitution.

The Quinault Indian Tribe loses sovereign immunity under Diversity Jurisdiction. The Quinault Indian Tribe has their own Constitution and laws applicable to all Indians residing within the reservation and I, as a citizen of the United States does not have a say, whatsoever, about how those laws are created or executed.

The Quinault Indian Tribe hired the Federal Bureau of Land Management to survey a new meander survey of ONLY the private land on the north shore of the lake to establish a new ordinary high water mark to enlarge, what the tribe claims to be their land.

The Federal Bureau of Land Management either did not look up the Historical Index to see what townships were included in the forest reserve or the reservation and instead just gave the authority to complete the survey without question as to the purpose of the new meander survey.

It is established law that original surveys are not changeable. Lake Quinault was meander surveyed in 1892 at the ordinary low water mark at the actual low water. Unless there was fraud.

The closing corners of the Quinault Indian Reservation were set at the ordinary low water mark at the actual low water on September 5, 1892 by Deputy Surveyor Henry L. Fitch. It is impossible, under the land laws of the United States, to go

around that closing corner in 2009 and claim ownership of the shore land up to the ordinary high water mark.

To further show the Department of the Interior's desire to eliminate the private land owners surrounding the entire Lake Quinault is the "BILL" submitted to Congress in 1938 by Secretary of the Interior Ickes to purchase the entire Quinault Indian Reservation which would include all the allotted lands the lake itself and the land surrounding the lake and give it to the Quinault Indian Tribe, so the Quinault Indian Tribe would be able to own and control the recreation in the area. The "BILL" was not acted upon.

Then again in 1945 the Quinault Tribe of Indians sued the United States to determine the lake was within the Quinault Indian Reservation using maps showing the lake as being somewhere on land. The Other map of record is the first original meander survey around the south, east and north shores of the lake performed by the General Land Office in 1892. Original meander surveys are not boundary surveys. The United States did not defend the Historical records available to them from the General Land Office which prove the lake is not within the Quinault Indian Reservation. Using these maps and selected information favorable to the tribe, the Court determined the lake was within the reservation and this case along with the 1873 Executive Order enlarging the Quinault Indian Reservation has been the documents used to establish the lake is in the Indian reservation.

The Court was not given the information that only agricultural land was to be surveyed and set aside for the benefit of the signatory to the Treaty of Olympia and that mountainous land was not to be surveyed. The south, east and north shores of navigable Lake Quinault are surrounded with steep 2,000 to 3,000 foot high mountains that are not agricultural land.

The Court did not consider whether the lake was navigable water and therefore could not be alienated. Jurisdiction for navigation and commerce was retained by the United States over all navigable water along with the States the water was within, a function of government.

The Federal Bureau of Indian Affairs also did not consider the navigability of navigable Lake Quinault in all the opinions from legal minds placing the lake within the Indian reservation.

From all the above and much more, I alone would not be able to pursue the issues discussed.

The United States has the fiduciary responsibility to defend the actions of the Quinault Indian Tribe and the fiduciary responsibility to protect the citizens of the United States under the laws of the United States and its Constitution.

United States Code 25 Title Indians.....self governing.....@ 1302 states the self governing Indian Tribes shall not deny redress for grievances against them.

The Constitution and the public land laws state all navigable water will remain as common public highways open and free to all people forever.

The Treaty of Olympia, Article 8. States, if proven before the agent the United States may pay for depredations committed upon such citizens out of their annuities.

The 1787 Northwest Ordinance was included in the Congressional establishment of the Oregon and Washington Territorial Governments which required all navigable rivers to remain open and free to all Inhabitants and citizens of the United States.

The President of the United States nor the Treaty Commission in charge of Indian Treaties did not have the authority to treat away any function of the government. Jurisdiction and control of all navigable water was with the federal government.

However, there was one avenue to restrict the use of navigable water that is if a public exigency was required to the benefit of a foreign nation of immediate danger of serious harm. Indian reservations were established for a public purpose.

My complaint only deals with my personal civil rights guaranteed to me as a citizen of the United States owning private land abutting a navigable water of the United States and the water rights given to me under the 1906 Land Patent issued to Mr. Orte Higley that states I have water rights to all water appurtenant to my property in the amount needed to support the purpose of my ownership.

I respectfully request this motion to be granted by the Court.

Thomas G. Landreth

425 Chenault Avenue

Hoquiam, Washington 98550

360-533-5578

[tbland100@gmail.com](mailto:tbland100@gmail.com)

One attachment; Condemnation Letter

*Thomas G. Landreth*  
*FEB 4 2022*