the park grounds, but the alleged miscreant(s) had already fled.

The fun resumed, and footballs were tossed and Frisbees flew, punctuated by the shrieks of happy children. As parents set out a summer feast for family and friends, all gathered to celebrate our Nation's Independence Day.

Saturday was pretty much many shoppers with the variety of goods for sale. The farm itself, always a fun stop on anyone's itinerary, offered its usual mix of food, shopping and goat petting, although the mini-massage booth seemed to be much busier than the gold panning station. But that fact could have been attributed to

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Photo by Mary Freeman-Croyle

Visitors and locals alike make use of the dock at Don Morse Memorial Park in Chelan.

sions. The additional hour of sleep for students can be considered a fringe benefit. Buses will run their normal routes, just an hour later than usual.

The pilot program of contraband detection dogs pro-

This report gives both commendations and improvement suggestions to the district.

The Manson School Board will meet next on July 10 to review the budget for 2003-2004.

Much Ado about the Mill Bay Resort

By Morgan L. Picton
Correspondent

"The authorities upon this branch of the law have ever been, and still remain, so conflicting as to make their reconciliation totally impossible upon any conceivable theory." This is a quote taken from a 24-page opinion issued by Judge John Bridges in the Mill Bay Resort dispute. The quote itself is from Hathaway v. Yakima Water Light Etc. Co, an 1896 Supreme Court case that Judge Bridges cited to point out just how crippling the web of minutiae wrapped around this case can be.

The Mirror has followed the dispute over the section of Moses Allotment 8 (MA-8) known as the Mill Bay Resort for some time. The members of the Mill Bay Resort are resisting Chief Evans Incorporated's efforts to shut the park down. CEI claims that this move is vital to the survival of the company, the resort members claim they're contractually owed decades of enjoyment of the property. Armchair attorneys may see this as routine land dispute on the surface and wonder why the case has taken so long to resolve.

A mere skimming of Judge Bridges' statement reveals a layering of laws and leases that only a masochistic legal fetishist could love. A thorough analysis of the statement would just about consume this entire paper, but there are a couple of points contained in it that shed some light on the origins of the Mill Bay Resort and why a quick resolution has eluded this dispute thus far.

Take, for example, the history of MA-8. The land was originally designated as the Columbia Reservation by the Federal Government, a reservation that would later pass out of existence. The land was then allotted to a group of Indians in accordance with the General Allotment Act of 1877.

The Master Lease for MA-8 was executed on Feb. 2, 1984 by William Evans. The lease was to run for a 25-year period, with an option for another 25 years to be enacted at the lessee's discretion. In paragraph six of this lease, the property use was designated as recreational development and related activities. George Davis, Superintendent of the Colville Indian Agency executed the lease on behalf of the Department of the Interior and the Bureau of Indian Affairs. William Evans signed the lease.

On June 11, 1984, William Evans, subleased all the lease rights he held under the Master Lease to Mar-Lu, a limited partnership organized according to RCW 25.08. The general partner named in this limited partnership was Chief Evans Incorporated. At this time, CEI was a Washington State corporation. Paragraph four of the sublease said Mar-Lu would apply its financial resources to developing the master plan for MA-8 as laid out in the Master Lease. The term of the sublease was the same term as the Master Lease. William Evans signed the sublease as the lessor and as president of CEI.

In Judge Bridges' opinion, quotes are given from the initial Public Offering Statement regarding Mill Bay, which CEI filed in compliance with the Washington State Camping Resorts Act. The third quote is an assurance of what protection the purchaser of a membership agreement could expect. "Under the ground lease the developer does not have the right to encumber the property or subject the property to the risk of foreclosures or deeds of trust, mortgages or similar liens." The assurance was given in bold type.

Two membership agreements were offered by CEI. The first, the Membership Sale Agreement, available for $5995 entitled the purchaser to use of space at the Mill Bay Resort on a first come, first served basis. The second, an Expanded Membership Sale Agreement, cost $25,000 and entitled the purchaser to exclusive use of their space. The membership agreements contained language that made the term of membership coincide with the term of the 1984 lease, that is, twenty-five years along with CEI's option to add another 25 years. It also included this statement in paragraph 13. "This membership constitutes only a contractual license to use such facilities as may be provided by the seller from time to time. Such facilities are subject to change and this membership therefore has no application to, does not constitute an interest in, is not secured by, and does not entitle the purchaser to any recourse against any particular real property to facilities." This language is cited by the defense as making the resort members' claims to the land irrelevant.

The Expanded Membership Agreement contained language that said the contract was to be interpreted and enforced by the law in the State of Washington. The plaintiffs claim this language makes CEI subject to the Camping Resorts Act, which contains powerful consumer protection language.

These membership agreements were sold by CEI while they were designated as a Washington State corporation. William Evans allowed this corporation to lapse and reincorporated himself as a Tribal corporation, also called CEI.

The defense has argued that, as a Tribal corporation managing Indian Trust Land, CEI is exempt from the Camping Resorts Act, a Washington State law. Judge Bridges considered this point, comparing it against case law regarding disputes over such things as fireworks sales and bingo parlor operations. In the case of California v. Cabazon Band of Mission Indians, laws dictating the operation of bingo parlors were ruled civil/regulatory and thusly unenforceable on Indian land. In deciding that the Camping Resort Act was criminal/prohibitory and not civil/regulatory, this law remained in consideration in the case. Also, the fact that MA-8 is not an actual Indian Reservation was considered in the decision. Therefore, the defense's motion to dismiss was denied. On the final page of his opinion, Judge Bridges pointed out that this ruling did not mean the Court had yet determined that the plaintiffs in any manner have an interest in the land comprising MA-8 or that the plaintiffs may encumber or alienate said land.

The preceding is a largely paraphrased and abridged version of the opinion issued by Judge John Bridges. Property law, especially where Indian Trust Land is concerned, is very complex and arcane. This should be considered while contemplating this case. In the Mill Bay Resort dispute, there are no easy answers. The resort members cannot be expected to forfeit decades of rights to the land any more than CEI can be expected to subsidize the use of the land at a substantial loss to the company.