

BLYTHE BOAT CLUB  
P.O. 487  
Blythe, California 92226  
Telephone: 760-899-2038  
Fax: 760-922-3939  
**tonihawley@hotmail.com**

*Defendant pro se*

**IN THE TRIBAL COURT  
OF THE COLORADO INDIAN TRIBES**

COLORADO RIVER INDIANS TRIBES,

Plaintiff,

vs.

BLYTH BOAT CLUB, *et al*,

Defendants.

Case No.: No. 12-3-456789-1

**ANSWER OF BLYTHE BOAT CLUB  
TO AMENDED VERIFIED COMPLAINT  
FOR EVICTION AND DAMAGES**

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**COMES NOW** the Defendant *pro se*, BLYTHE BOAT CLUB (herein known as "BBC"), and answers the numbered paragraphs of the Amended Verified Complaint as follows.

1. Paragraph 1 is a general statement of the case to which no answer is necessary. Deny all allegations of fact.

2. Paragraph 2 is a general statement of the case to which no answer is necessary. Deny all allegations of fact.

3. Paragraph 3 is a general statement of the case to which no answer is necessary. Deny all allegations of fact.

4. Admit that plaintiff Colorado River Indian Tribes ("CRIT") is a federally recognized Indian Tribe. Admit that the CRIT Reservation was established within Arizona by the Act of March 3, 1865. Deny all other allegations.

5. Admit paragraph 5.

6. Defendant BBC is without information sufficient to form a belief as to the truth or falsity of allegations of paragraph 6, so they are denied.

7. Paragraph 7 consists of conclusions of law to which no answer is required. Accordingly, deny paragraph 7.

8. Paragraph 8 largely consists of conclusions of law to which no answer is required and some false statements of fact. Accordingly, deny paragraph 8. In addition, BBC denies that any land described in the Amended Verified Complaint is in trust status and demand strict proof of trust status.

9. Deny paragraph 9.

10. Deny paragraph 10.

11. Paragraph 11 largely consists of conclusions of law to which no answer is required. Deny paragraph 11.

12. Paragraph 11 largely consists of conclusions of law to which no answer is required. Deny paragraph 12.

13. Deny paragraph 13.

14. Deny paragraph 14.

15. Deny paragraph 15.

16. Deny paragraph 16.

17. Any judicial decree or order speaks for itself as a matter of fact and law. According, no response is due for paragraph 17, and it is denied.

18. Any federal permit speaks for itself. Accordingly, no response is due for paragraph 18, and it is denied.

19. Deny paragraph 19.

20. Admit that BBC occupied land other than the land identified in the Lease. Deny that BBC ever occupied the land identified in the Lease.

21. Paragraph 21 contains conclusions of law to which no response is required, and paragraph 21 accordingly is denied.

22. Deny paragraph 22. The Lease speaks for itself. Deny that BBC ever occupied

the land identified in the Lease.

23. Deny paragraph 23. The Lease to which paragraph 23 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

24. Deny paragraph 24. The Lease to which paragraph 24 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

25. Deny paragraph 25. The Lease to which paragraph 25 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

26. Deny paragraph 26. The Lease to which paragraph 26 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

27. Deny paragraph 27. The Lease to which paragraph 27 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

28. Deny paragraph 28. The Lease to which paragraph 28 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

29. Deny paragraph 29. The Lease to which paragraph 29 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

30. Deny paragraph 30. The Lease to which paragraph 30 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

31. Deny paragraph 31. The Lease to which paragraph 31 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

32. Deny paragraph 32. The Lease to which paragraph 32 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

33. Deny paragraph 33. The Lease to which paragraph 33 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

34. Deny paragraph 34. The Lease to which paragraph 34 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

35. Deny paragraph 35. The Lease to which paragraph 35 refers speaks for itself.  
Deny that BBC ever occupied the land identified in the Lease.

36. Deny paragraph 36. The Lease to which paragraph 36 refers speaks for itself.

Deny that BBC ever occupied the land identified in the Lease.

37. Deny paragraph 37. The Lease to which paragraph 37 refers speaks for itself.

Deny that BBC ever occupied the land identified in the Lease.

38. Deny paragraph 38, for the reason that any rentals paid by BBC were unrelated to the Leasehold upon which this litigation is based and, accordingly, are not relevant to the issues before this Court.

39. Deny paragraph 39, for reason that BBC never occupied the land identified in the Lease and any CRIT request to vacate the Leasehold is irrelevant to this action which concerns land other than the Leasehold.

40. Deny paragraph 40 for reason that BBC never occupied the land identified in the Lease and the CRIT actions described in paragraph 40 concern land to which the Lease did not and cannot apply.

41. Deny paragraph 41 for reason that BBC never occupied the land identified in the Lease and the actions of the parties described in paragraph 41 concern land to which the Lease did not and cannot apply.

42. Deny paragraph 42 for reason that BBC never occupied the land identified in the Lease and the actions of the parties described in paragraph 42 concern land to which the Lease did not and cannot apply.

43. Deny Paragraph 44.

44. Deny paragraph 44 for that reason that Defendant *pro se* BBC has no way of knowing what CRIT has ever "concluded."

45. Deny paragraph 45 for reason that BBC never occupied the land identified in the Lease and the actions of the parties described in paragraph 45 concern land to which the Lease did not and cannot apply.

46. Deny paragraph 46 for reason that BBC never occupied the land identified in the Lease and the actions of the parties described in paragraph 46 concern land to which the Lease did not and cannot apply.

47. Deny paragraph 47 for reasons that BBC has no way of knowing what CRIT

"representatives" could and could not locate on the Property described in the Lease, since BBC never occupied the land identified in the Lease.

48. Deny paragraph 48.

49. Deny paragraph 49.

50. Deny paragraph 50 because it purports to incorporate prior allegations in a manner to which no response is required or appropriate. To the extent any response is appropriate, BBC incorporates its prior answers to the numbered paragraphs incorporated therein.

51. Deny paragraph 51 because the Lease speaks for itself and its terms are irrelevant to BBC's occupancy of property other than the Leasehold identified therein.

52. Deny paragraph 52 because the Lease speaks for itself and its terms are irrelevant to BBC's occupancy of property other than the Leasehold identified therein.

53. Deny paragraph 53 because it concerns Property identified in a Lease which BBC never occupied.

54. Deny paragraph 54 because it concerns Property identified in a Lease which BBC never occupied.

55. Deny paragraph 55 because it concerns lease payments on Property identified in a Lease which BBC never occupied.

56. Deny paragraph 56 because it concerns Property identified in a Lease which BBC never occupied.

57. Deny paragraph 57 because it purports to incorporate prior allegations in a manner to which no response is required or appropriate. To the extent any response is appropriate, BBC incorporates its prior answers to the numbered paragraphs incorporated therein.

58. Deny paragraph 58 because it contains conclusions of law to which no response is required, and concerns Property identified in a Lease which BBC never occupied.

59. Deny paragraph 59 because it contains conclusions of law to which no response is required, and concerns Property identified in a Lease which BBC never occupied.

### **FIRST AFFIRMATIVE DEFENSE**

The Amended Verified Complaint fails to state a cause of action against the Defendant *pro se* BBC and should be dismissed.

### **SECOND AFFIRMATIVE DEFENSE**

Defendant *pro se* BBC occupies land in California, while the Lease identifies land located in Arizona never occupied by BBC. Thus, the action should be dismissed because it concerns land never occupied by BBC.

### **THIRD AFFIRMATIVE DEFENSE**

This Court is without jurisdiction over Defendant *pro se* BBC because the non-Indian corporation BBC has never consented to the Tribal Court's jurisdiction, as required by federal law. *See Montana v. United States*, 450 U.S. 544 (1981).

### **FOURTH AFFIRMATIVE DEFENSE**

This Court is without jurisdiction to determine any property interests in the land occupied by Defendant *pro se* BBC because the land is neither within the CRIT Reservation nor in trust for the benefit of CRIT.

**DATED** this 20<sup>th</sup> day of September, 2010.

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 20<sup>th</sup> day of September 2010, I did file with the Tribal Court of the Colorado Indian Tribes, and did serve upon the below listed Counsel of the Colorado River Indian Tribes, via postage pre-paid U.S. Mail the **ANSWER OF BLYTHE BOAT CLUB TO AMENDED VERIFIED COMPLAINT FOR EVICTION AND DAMAGES:**

Eric Shepard (Ariz. Bar No. 21323)  
COLORADO RIVER INDIAN TRIBES  
Office of the Attorney General  
2660 Mohave Road  
Parker, AZ 85344  
Telephone: (928) 669-1271  
Fax: (928) 669-56875  
[eric.shepard@crit-nsn.gov](mailto:eric.shepard@crit-nsn.gov)

Ellison Folk (Bar No. 149232)  
Winter King (Bar No. 237958)  
Amanda R. Garcia (Bar No. 248462)  
SHUTE, MIHALY & WEINBERGER LLP  
396 Hayes Street  
San Francisco, CA 94102  
Telephone : (415) 552-7272  
Fax : (415) 552-5816  
[Folk@smwlaw.com](mailto:Folk@smwlaw.com)  
[King@smwlaw.com](mailto:King@smwlaw.com)  
[Garcia@smwlaw.com](mailto:Garcia@smwlaw.com)

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