

- DRAFTS, DRAFTS & DRAFTS
- THE BALLOT
- IS THIS A PATTERN?
- WHAT CAN YOU DO?

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WHERE GOOD, HONEST OSAGES COME TO READ

DRAFT #1

Many of you are not aware that prior to the Osage Nation Constitution being ratified, disagreements abound with numerous Shareholders objecting to the wording in the Constitution demanding that all Mineral Affairs be removed from the proposed “DRAFT” constitution. To many shareholders, it was clear that a threat existed having to do with the Osage Mineral Estate.

In answer to these concerns, shareholders were told, that it was necessary that the constitution go forward as written and changes would be made later. Changes have never been made and there was no intent at the time to make any to begin with. As a result and contrary to federal laws, non-shareholders were allowed to vote in the 2006 elections. Non-shareholders voted on what type of government they wanted, and in favor of the constitution.

Because both the 1906 Act and the new 2004 Act also known as H.R. 2912 (P.L. 108-431) specifically holds

that the only legal voting members are Osage Indians who own a headright share in the Osage mineral Estate; the allowance of non-shareholder votes resulted in an illegal election therefore an illegal government and illegal constitution.

When this occurred the instigators of this new Osage Nation Government seized and have held office by force without right applying to offices, place, functions and powers of others; others being the Shareholders. In other words, the Osage Tribal form of government has been usurped from the Shareholders by the Osage Nation government.

As a result, the Osage Nation Government has maintained itself by a display of force against the will of the rightful legal government and has been successful (at least temporarily), in overturning the Osage Tribal Council form of government that has been in existence for over 100 years.

The U.S. Congress crafted the Osage Tribal Council form of government for the

specific purpose of protecting the rights of the Osage Shareholders (legal members of the Osage Tribe), as owners of shares in the Osage Mineral Estate. Because of this hostile takeover by the de facto Osage Nation government, Shareholders are no longer protected as is and was the intent of the U.S. Congress.

It is up to the Shareholders to take control of their assets by insisting that their Osage Tribal Council form of government is recognized as the true legal form of government which in reality it is legally and unequivocally according to federal law.

Inaction on the part of ALL shareholders could result in falling victim to the “Laches Doctrine.” Laches is an equitable defense, or doctrine. If the de facto government invokes Laches asserting that an opposing party (shareholders) have “slept on their rights” resulting in delay, the de facto government could succeed in their dastardly deeds. In other words, the Shareholders failure to assert

their rights in a timely manner, could result in the loss of their initial rights and assets.

DRAFT #2

A Memorandum of Understanding (MOU) was presented to the shell of a Tribal Council now known as the “Osage Mineral Council” (under the terms and conditions of the illegal constitution). The MOU was presented by the newly elected Chief, John Red Eagle. Red Eagle was elected in July 2010. Red Eagle presented the MOU within 6 months after his election.

This MOU outlines the exact intent and overall purpose of this de facto government to assume all Osage Mineral Affairs responsibilities from the rightful Osage Tribal Council form of government.

It is clear when reading the illegal Osage Nation constitution that the MOU coincides exactly with what the illegal constitution claims with regard to Mineral affairs. The MOU outlines how the de facto Osage Nation has complete control over ALL affairs having to do with Osage Mineral Estate which in living proof, you’ll find that the Osage Nation Congress will be approving or disapproving the shell of a Tribal

Council’s decision regarding the Osage Trust case.

The currently defined Osage Tribal Council under this illegal constitution is now the Osage Mineral Council consisting of an 8 member council with no powers whatsoever regarding mineral affairs because all powers have been assumed (usurped) by this illegal government.

In essence, DRAFT #2, the MOU, is not a draft but an illegally working document and it is being followed and carried out by illegally elected people who have no business whatsoever making decisions for or about Osage Shareholder Assets.

DRAFT #3

The “DRAFT” Settlement Agreement has been posted on both the Osage Tribe home page and on the Mineral Council’s webpage. <http://www.osagetribe.com/>

The document is entitled at the top of the page as “Draft SETTLEMENT AGREEMENT.” Below that, you’ll find that it is no such thing.

What this is, is an “ANALYSIS” written by God only knows who, outlining what it is this person THINKS the settlement is going to say.

Furthermore, you’ll find throughout the document that many references are made to exhibits, waivers, stipulations and dismissals of which are not attached for your review. No real documents having to do with the agreement are available to you whatsoever. You are merely being told that there are many more documents involving agreements to commit to something you are not being given the courtesy of reading and understanding for yourselves.

THE BALLOT

In the world outside of the Osage way, prudent, business minded people would take all of these documents provided them to a trusted attorney to get an opinion regarding what exactly they mean. The BALLOT you received does not ask you if you agree to the settlement figure put forth. Yet many people opened the envelope, saw the words “I SUPPORT,” checked the box, signed, dated the ballot and mailed it back within a 20 minute time period.

Your options had nothing to do with the settlement amount. Your voting option was whether or not you supported the actions of the Osage Minerals Council in approving settlement of

claims regarding the United States' alleged mismanagement of the Osage Tribal Trust Account and other Osage Trust Accounts and the Osage Mineral Estate.

You were asked three separate questions having to do with three VERY different matters and all of which you could not coherently vote for because you had no facts to vote for or against. It is impossible for you to support something that you know nothing about. How is it possible to honestly say you support the actions of the Osage Minerals Council when they themselves have not seen or read the final settlement agreement? How is it possible to honestly say you support the Mineral Council actions regarding the mismanagement of other Osage Trust Accounts when you have not been given information to know what other Trust Accounts they are referring to? How is it possible that you approve of the Osage Minerals Council when they are in all reality a shell of your rightful Osage Tribal Council who has no authority or power over the administration of your Osage Mineral Estate assets and have fallen right in step with this de facto government?

No sir. You were not voting for or against this mysterious final settlement agreement because you have not been afforded the opportunity to know what it agrees to nor has the Trust Team or the Mineral Council. The final agreement has not been completed yet and if it has, it has not been made available to you. You were not voting for the all mighty dollar amount of the settlement because nowhere on the ballot will you find anything referring to money.

A PATTERN?

Given the three "DRAFTS" just laid out for you, I would say; yes, this is a pattern. The big question is: Is the 3rd Draft the charm that will break the camel's back? If we have learned anything from DRAFT #1, the draft of the constitution, we can only hope that a lot of Shareholders used caution before marking their ballots in favor of who knows what and that they had the confidence to mark their ballot I DO NOT SUPPORT.....

WHAT CAN YOU DO?

If you now understand the consequences of your vote in support of this unknown agreement, a letter rescinding your vote is attached for your convenience. This is merely an offered service to those who consistently tell me they

don't know how to write a letter regarding these issues. If you are comfortable writing your own, by all means do so.

It is critical that all of you understand that the future of the Mineral Estate is at risk and has been for over a hundred years. History tells us shareholders have experienced constant battles to hang on to their rightful inherited assets. Today, we have come closer to losing the battle than ever before and we cannot afford to not READ everything that comes across our paths.

The facts are clear that no one but the authors of the settlement agreement know what it says. You may have agreed to sign over all of your assets for a mere settlement of \$155,000.00 per headright. This could be the last Mineral Estate Share you ever receive. Who knows? It is clear that the BIA, the de facto government and Wilson Pipestem have been working and scamming you since 2006 to get control of the estate. It's up to you to NOT allow that to happen.

The letter attached is to the Osage Trust Team, Osage Mineral Council and the Bureau of Indian Affairs.

Shareholder Lawsuit

The Shareholder lawsuit is your last line of defense. All information regarding this suit can be found at my website:

<http://www.jenny2010.com/>
and at:
<http://osagemineralstrustprotection.com/faq.html>

There is no time for further delay. If the 8 shareholders who initiated this lawsuit are not able to continue the financial burden on their own, the suit will have to be dropped. It is in the interest of all shareholders to protect their assets. The worst case scenario will be a lost

opportunity and your lost inheritance.

More Information

A hoard of information is available at my website. Legal documents, news article, newsletters, timelines, etc. explain how this happened and the continued efforts to complete the mission. Explanation of the “Laches Doctrine” and important information regarding the characters involved in this heist. See in particular “Apache Tribe v. Brown, et al (Page 22 #82) then read the whole thing.

If you plan to send a letter to rescind your vote, please be sure to make a copy of your signed letter and keep it in a safe place. Future litigation on this matter may be necessary. Your letter is proof that you rescinded your vote.

Mail your letters Certified return receipt and attach your receipt to your copy. Since the 19th is the deadline, send your letter PRIORITY, next day delivery. Addresses are at the top of the letter.