

"Forgetting," continued from page 1.

Contract between Craig J. Dorsay and the Confederated Tribes of Siletz Indians of Oregon, commencing on October 19, 1991."

Many people might have written this resolution, but my guess—and I'd even bet on it if I could remember a single benefit of this sort of gambling—is that it was written by none other than Craig J. Dorsay, as was the attached "Specific Counsel Contract" not available for printing at press time.

The question of trust arises. Tribal Council showed its trust in Craig Dorsay's legal skills by approving this resolution and the contract in a unanimous vote.

First Astri showed its trust for the same Craig Dorsay by agreeing to pay his salary.

Craig Dorsay trusted himself to complete the work at less cost than a reportedly higher-priced lawyer.

Did anyone have reason to doubt that this large trust put into the person (or should we say pocket?) of Craig Dorsay was misplaced?

Tribal Council might have remembered that it is an old and effective Indian policy not to trust anyone, but especially people who will gain financially by the resolution they are asking you to adopt. But if any Tribal Council members did entertain these sorts of doubt, they were forgotten.

First Astri had no apparent reason to doubt their trust. They trusted that it they gave the Tribal Council money and the Tribal Attorney money that the Tribe and the Tribal Attorney would do right by them. They have not been mistaken. Tribal Council and its attorney continue to think highly of First Astri.

Craig Dorsay might have had cause to question his ability to "save" the tribe money with this contract. He himself reported to me that he has had little experience in the field of Indian gaming law. And is it not the case, after all, that high-priced attorneys are "high priced" precisely because they are more efficient, whether through superior expertise or experience? And is it not possible to argue that First Astri's attorney would have spent less time (and therefore less of the Tribe's money) on the tasks that Craig Dorsay has agreed (invited himself?) to assume?

But if Craig entertained had doubts, he forgot them. Why did everyone forget their doubts, or forget to have them?

Money Makes Bad Memories

The question becomes, why did we forget. For you see, I too am now included among the ranks of the forgetful. Even I, who have the time and desire to remember, who write this in order to remember, just forgot that it was not the Tribe's money that Craig Dorsay intended to save, but First Astri's money.

Why did I forget? I want to forget that. There can be no doubt. I want to forget that First Astri is

paying the partial salaries of Tribal Council members. I want also to forget that First Astri is paying the salary of Craig Dorsay who was hired by my elected leaders to protect the Tribe's interest in its negotiations with such business "associates" as First Astri. Both these are unpleasant memories and it seems only natural that a person would want to forget them.

I will now demonstrate, by the use of an example, how quickly a person can forget them. When I found out that part of Craig Dorsay's salary was getting paid by First Astri, I called the Tribe's General Manager, Nelsen Witt, and asked whether this was a case of an attorney representing two parties in a business deal. "He's representing us," Nelsen said. "But he's getting paid by First Astri."

This was before I learned that Craig was in fact representing First Astri, or at least, authorized by Tribal Council to complete work that appeared initially to have been assigned to First Astri's higher-priced private counsel. So instead of asking, again, how Craig Dorsay could be representing the Tribe and First Astri at the same time, I asked Nelsen another question: Isn't it a much clearer case of a conflict of interest to say that Craig Dorsay represents one party while getting paid by the other.

"He's not necessary getting paid by First Astri," Nelsen said. "The Tribal Council has control over that account. We only report to First Astri how we spend it."

Beyond Forgetting

Let us be clear. The money comes from First Astri. That much we must remember. If we remember nothing else, let us remember that the money Craig Dorsay is earning representing the Tribe in its continuing business dealings with First Astri comes from First Astri.

This highly forgettable arrangement was set forth in a legal document (witnessed in its execution by Craig Dorsay) entitled "Development Agreement Between the Confederated Tribes of Siletz Indians of Oregon and First Astri Corporation." According to the terms of the agreement signed on September 23, 1991, the Tribe agreed to place \$25,000 that had already been spent (called "in-kind" money by Nelsen Witt, but perhaps better thought of as "in-visible" money) into a "joint operating account."

For their part, First Astri agreed to contribute \$75,000 (all of which, reportedly, is of the visible variety) for the purpose of developing a gaming enterprise and up to \$150,000 for the purpose of leasing land and securing loans for the construction of an actual gaming establishment.

This money from First Astri, called the "magic pot" by one tribal official, is the money that makes people like me want to forget where it came from.

But it is clear where the money will go—is going. The \$75,000 is designated in the agreement to pay "expenses ... including Tribal Council time and