

**SAINT REGIS MOHAWK TRIBAL COURT
IN AND FOR THE SAINT REGIS MOHAWK TRIBE**

ESTATE OF ██████████ SWAMP

Case. No.: 16-CIV-00017

**FINAL DECISION
ON AKWESASNE HOUSING
AUTHORITY MOTION TO
RECONSIDER**

STATEMENT OF FACTS AND PROCEDURE

This case came before the Court with the filing of a probate petition by ██████████ Swamp on December 1, 2016.¹ ██████████ Swamp sought to be named the Administrator of the Estate of ██████████ Swamp, his father.² On December 7, 2016, ██████████ Swamp filed a request to withdraw his petition.³

On March 30, 2017, the Court appointed ██████████ Swamp as the Administrator of the Estate of ██████████ Swamp.⁴ As the Administrator, ██████████ Swamp completed and filed with the Court an inventory list of the known assets and interests of the Estate. Pursuant to the Inventory list, filed by ██████████ Swamp, the Estate consists of the following: a house, land ("Lot # ██████████"), household contents, tractor, boat, personal belongings, pension, and insurance policy.⁵

At a status conference, held on March 31, 2017, ██████████ Swamp and ██████████ Swamp were made aware that pursuant to tribal law the personal property would be divided equally and that all three brothers would have equal possessory interest in the real property.

After the status conference, ██████████ Swamp appeared and presented the Court Clerk with a deed in his name for Lot # ██████████, which pursuant to the Inventory List is part of the Estate.⁶ The deed is a quitclaim deed that transfers Lot # ██████████ from the Tribe to ██████████ Swamp. The deed is signed by Retha M. Herne, Executive Director of the Akwesasne Housing Authority. The Court

¹ See generally, *Estate of ██████████ Swamp*, 16-CIV-00017 (June 1, 2017).

² The Court notes the decedent died intestate; therefore the property passes to the heirs in accordance to tribal law.

³ See *Estate of ██████████ Swamp*, 16-CIV-00017, 1 (June 1, 2017).

⁴ *Id.*

⁵ Inventory of the Estate of ██████████ Swamp (filed by ██████████ Swamp, the acting Administrator, received March 30, 2017).

⁶ The Court has been made aware by the AHA that Mr. ██████████ Swamp has used different spellings of his name. The Court adopts the spelling he used to sign the form consenting to the appointment his brother, ██████████ Swamp, as Administrator of the Estate of ██████████ Swamp. See Brief for Akwesasne Housing Authority, n. 1 (filed July 12, 2017).

issued an interim order invalidating the deed because the deed was not issued in accordance with tribal law.⁷

Following the interim order, Retha M. Herne contacted the Court asserting the Lot at issue and home attached are not part of the Swamp Estate.

On July 12, 2017, Retha M. Herne filed a motion requesting the Court “to reconsider its June 1, 2017 Interim Order and affirm the validity of the Akwesasne Housing Authority’s assignment of the [REDACTED] Swamp Mutual Help and Occupancy Agreement to [REDACTED] Swamp.”⁸ Ms. Herne argued the house at issue belongs to the Akwesasne Housing Authority and is not properly part of the [REDACTED] Swamp Estate.

On July 13, 2017, [REDACTED] Swamp submitted a request for an injunction against the Saint Regis Mohawk Tribe and [REDACTED] Swamp, [REDACTED] Swamp, and the Akwesasne Housing Authority and challenged the issuance of the deed issued to [REDACTED] Swamp, his brother.⁹ On July 14, 2017, the Court denied his request for injunction based on procedural grounds.¹⁰

On July 14, 2017, the Court issued a decision, which requested the Saint Regis Mohawk Tribe to appear, not as a party, but to assist the Court “in navigating its [Saint Regis Mohawk Tribe] present interest in the property at issue and the role of the Housing Authority.”¹¹ In doing so, the Court limited the Saint Regis Mohawk Tribe’s participation in the matter to resolving whether the Akwesasne Housing Authority should be considered a “creditor” to the estate and the Tribe’s interest in the lot at issue.¹² The Court allowed the Saint Regis Mohawk Tribe the opportunity to take part in oral argument and submit a brief to the Court.

On July 31, 2017 the Court, by its own motion, hand delivered a request to Retha M. Herne, Executive Director of the Saint Regis Mohawk Tribe Akwesasne Housing Authority, to produce the following documents: a copy of the Mutual Help and Occupancy Agreement between [REDACTED] Swamp and the Akwesasne Housing Authority; all documents indicating a denial of [REDACTED] Swamp and [REDACTED] Nanticoke; accounts receivable records for [REDACTED] Swamp; a copy of the Housing Authority’s Admissions and Occupancy Policy; and a copy of the completed application by [REDACTED] Swamp for eligibility of the Mutual Help Program. The Court requested her attendance for the hearing on August 30, 2017. All documents were submitted and received by the Court on August 1, 2017.

On August 18, 2017, through its attorney, Marsha Schmidt, the Saint Regis Mohawk Tribe, submitted a brief contending the Tribe owns the Lot and the Akwesasne Housing Authority owns the house.¹³ Ms. Schmidt argued, specifically, that the disposition of the land and home at issue

⁷ *Id.*

⁸ Brief for Akwesasne Housing Authority, 1 (filed July 12, 2017).

⁹ Motion for [REDACTED] Swamp, 1 (Dated July 13, 2017).

¹⁰ *Estate of [REDACTED] Swamp Decision on [REDACTED] Swamp Request for Injunction*, 3-4 16-CIV-00017 (July 14, 2017).

¹¹ *Estate of [REDACTED] Swamp Decision on Akwesasne Housing Authority Motion to Reconsider*, 2 16-CIV-00017 (July 14, 2017).

¹² *Id.*

¹³ Brief for Saint Regis Mohawk Tribe, 1 (filed Aug. 18, 2017).

are governed by the Mutual Help Occupancy Agreement and that the Estate is not within the Court's probate jurisdiction.¹⁴

After reviewing the Saint Regis Mohawk Tribe's submission, the Court requested a copy of the Tribal Council Resolution adopting the Housing Ordinance. The submission was received by the Court on August 24, 2017.¹⁵

On August 30, 2017, a hearing on the Akwesasne Housing Authority's Motion to Reconsider was heard before the Court.¹⁶

DISCUSSION

The present controversy before the Court is over Lot # [REDACTED] and house attached to the land. The Akwesasne Housing Authority ("AHA") and the Saint Regis Mohawk Tribe ("SRMT") claim that the assets are not part of the Estate of [REDACTED] Swamp. The dispute over the assets came after the Court issued an interim order invalidating the March 29, 2017 deed issued by the AHA, which conveyed the property and real property attached to [REDACTED] Swamp.

The general rule is that a deed must be issued pursuant to the terms set forth in a final distribution order by this Court pursuant to the procedures set forth in the Saint Regis Mohawk Land Laws and Land Dispute Ordinance ("SRMT LL&LDO").¹⁷ In an attempt to overcome the Court's finding that the deed is invalid, the SRMT and AHA contend that the Tribe owns the Lot and the AHA owns the house at issue.

The SRMT and AHA's briefs raise three issues. First, whether the house and the lot at issue are property owned by the decedent and, therefore, properly included in the inventory list prepared and submitted to the Court by the Administrator. Second, whether matters involving the transfer process of a MH/HUD home to another and/or the transfer process of the land used as a "contribution"¹⁸ by the party entering into the Mutual Help and Occupancy Agreement is outside the Court's probate jurisdiction.¹⁹ Finally, the Court will address its jurisdictional authority to hear matters or controversies that are related or stem from the transactional process facilitated by the

¹⁴ Brief for Saint Regis Mohawk Tribe, 1-2 (filed Aug. 18, 2017).

¹⁵ Supplement to Saint Regis Mohawk Tribe's August 18, 2017 Submission (filed Aug. 24, 2017).

¹⁶ The Court notes Marsha Schmidt appeared on behalf of the Saint Regis Mohawk Tribe and Retha Herne appeared on behalf of the Akwesasne Housing Authority [REDACTED] Swamp, [REDACTED] Swamp, and [REDACTED] Swamp attended the hearing and were self-represented.

¹⁷ The Court notes that this Estate was initiated prior to the Tribe's enactment of the Saint Regis Mohawk Tribe Probate Law on August 16, 2017. The general rule is legislation is not applied retroactively unless the legislation specifically provides for it. The SRMT Probate Law does not contain any provision which allows for its application retroactively. Thus, the law is not applicable to the case at bar and the wills and intestate provisions of LL&LDO are applicable.

¹⁸ Pursuant to the terms of the Mutual Help and Occupancy Agreement, a homebuyer is required to provide a non-monetary contribution to the development of the project, including land. See [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement Art. II (signed Aug. 17, 1995).

¹⁹ The Court notes any reference to "HUD" is reference the United States Department of Housing and Urban Development and any reference to "MH" is reference to the Mutual Help Program implemented by the Saint Regis Mohawk Tribe Housing Authority.

SRMT and AHA in transferring property or MH/HUD homes to successors. The Court will take up each issue in turn.

Are the assets at issue part of the Decedent's Estate?

The claim brought forth by AHA contests the inclusion of the house and land at issue in the present probate case. The house and land were included as assets by the Administrator and, therefore at the Court's viewpoint and pursuant to tribal law, is required to be distributed pursuant to the terms of a final order by this Court. However, to constitute an "asset," the item must be owned by the decedent.²⁰

Looking first to the issue of what constitutes an asset, the Court notes the importance of the fact the item must be "owned" by the decedent. This assertion is further supported by this Court's past decisions that hold the ability of one to convey or bequeath ownership of property depends upon whether the conveyor/decedent holds the requisite title or ownership interest to the property or real property.²¹ Therefore, in order for Lot # [REDACTED] and/or attached home to be part of the [REDACTED] Swamp's Estate, it must be determined he owned the items at issue.

With respect to this issue, the SRMT and AHA contend that the Tribe owns Lot # [REDACTED] pursuant to the Right to Use and Occupancy deed issued by the Tribe on April 1, 1995 and the AHA owns the house pursuant to the terms of the Mutual Help and Occupancy Agreement entered into by the decedent. In turn this raises the question of whether the 1995 quit claim deed and the Mutual Help and Occupancy Agreement conveyed ownership interest to the decedent, [REDACTED] Swamp. The argument raised by the AHA and SRMT pertaining to the instruments, the deed and the Mutual Help and Occupancy Agreement, are intertwined, therefore, both will be addressed concurrently.²²

In regards to the matter at bar, AHA has provided the Court with a copy of the Mutual Help and Occupancy Agreement entered into by [REDACTED] Swamp, the decedent. It appears in 1995 the decedent, [REDACTED] Swamp, chose to participate as a "homebuyer" in the AHA's Mutual Help program and entered into a twenty-five (25) year lease.²³ The MH Agreement defines "homebuyers" as persons who executed the Agreement and who have not yet achieved homeownership.²⁴ A "homeowner" is a person who has achieved ownership of his/her home.²⁵ The Agreement states that "the IHA will give the Homebuyer an opportunity to achieve ownership

²⁰ The Court notes "asset" is defined as "an item that is owned and has value." *Black's Law Dictionary* (10th ed. 2014), available at Westlaw BLACKS.

²¹ See *Garrow III v. Garrow*, 11-LND-00001 (May 9, 2017), see also, *SRMT et. al. v. Bero*, 14-LND-00006 (June 27, 2017).

²² The Court notes none of the parties contested the validity of the Mutual Help and Occupancy Agreement and Quit claim deed. There Court hereby accepts the SRMT and AHA's exhibits related to the instruments as evidence.

²³ See [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement (signed Aug. 17, 1995)

²⁴ See [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement Art. I (signed Aug. 17, 1995)

²⁵ See [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement Art. I (signed Aug. 17, 1995).

of a Home in the Project in return for fulfilling the homebuyer's obligations to make a contribution to the development of the Project, to make monthly payments based on income, and to provide all maintenance of the Home."²⁶ Furthermore, the Agreement includes language referring to the homebuyer's lease as expiring when the purchase price has been fully amortized, unless the Agreement is terminated or the homebuyer previously acquires ownership.²⁷

As part of the Agreement, [REDACTED] Swamp contributed the land, namely Lot # [REDACTED] and was required to make monthly payments. Under the Agreement, once the home was paid in full, the homebuyer, [REDACTED] Swamp, was eligible to exercise his right to purchase the home and at the same time the SRMT would be authorized to deed the land back to him. Only this chain of events would convert [REDACTED] Swamp into a "homeowner" with a property interest in the house and land under the Agreement.

Furthermore, the Agreement provides provisions regarding the process in the event of the homebuyer's death.²⁸ Pursuant to the terms of the Agreement, [REDACTED] Swamp, had the right to designate a person to succeed his rights under the Agreement and did so. Moreover, the Agreement grants the AHA the authority to make a determination of the successor's eligibility and, if necessary, seek out a new successor to assume the responsibility until the home is paid in full.²⁹

In the instant case, prior to his death, [REDACTED] Swamp, the decedent, did not complete his payment obligations to the AHA pursuant to the terms of the Mutual Help Occupancy Agreement.³⁰ Under the terms of the Agreement [REDACTED] Swamp was still a 'homebuyer' at the time of his death.

Therefore, the Court holds the decedent did not "own" at the time of death the house located on Lot # [REDACTED]. Furthermore, due to the decedent's failure to satisfy his monetary payments before his death, the provision which required the land to be deeded back to the homebuyer was not triggered therefore, Lot # [REDACTED] was not owned by the decedent. Thus, the Court finds that Lot

²⁶ See [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement Art. I (signed Aug. 17, 1995).

²⁷ See [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement Art. III 3.2 (signed Aug. 17, 1995).

²⁸ See [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement Art. IX (signed Aug. 17, 1995).

²⁹ See [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement Art. IX & X (signed Aug. 17, 1995). At the August 30, 2017 hearing Ms. Retha Herne, Director of the Akwesasne Housing Authority, stated the AHA Board of Commissioners first looks at the listed successors and determines eligibility based on its policies and procedures. In the event, the successor is not eligible the Board looks to the household, specifically who lives and occupies the home. If the Board of Commissioners is not able to find someone within the household the Board looks to the family tree to locate eligible family members to the homebuyer. The goal of the Board of Commissioners is to keep the assets within the family. However, if the Board of Commissioners is unable to locate a family member that is eligible the Board will look outside the family.

³⁰ The Court notes this is evidenced by the Accounts Receivable paperwork submitted by the AHA. The amount owed was not contested by any of the parties.

[REDACTED] and the house attached were improperly included in the decedent's inventory of probative assets.³¹

At this point the Court has resolved the question as to the ownership of the assets at issue.³² However, as this Court previously mentioned the SRMT and AHA's arguments raise another issue that must be resolved. In addition to contending the decedent did not "own" the assets at issue, the SRMT contends the transfer of the assets is outside the Court's probate jurisdiction. The Court will now take up this issue.

Does the Court have probate jurisdiction over assets subject to an MHOA Agreement?

To understand the Tribe's argument, it is important to understand the distinction between probate assets and non-probate assets. Probate assets are assets owned or ownership interests held by the decedent.³³ Probate assets must be distributed in accordance with the terms of the decedent's will or in the event the decedent died intestate, a Court order.³⁴ Non-probate assets are "property that passes to a named beneficiary upon the owner's death according to the terms of some contract or arrangement other than a will."³⁵ Essentially, non-probate assets are transferred outside of the estate by the terms of a provision stated within a contract or by other arrangement. Moreover, such an asset is not part of the probate estate and is not ordinarily subject to the probate court's jurisdiction.³⁶

In the instant case, the provisions of the Mutual Help and Occupancy Agreement provides a mechanism for the assets, the land and the house, to transfer upon the payment of the house or termination of the agreement to the homebuyer or successor.³⁷ Thus, the assets at issue pass to the homebuyer or successor according to the terms of an agreement as an operation of law. Therefore, the Court finds the assets at issue are non-probate assets and only subject to the transfer provisions of the Agreement. As a matter of law, the transfer of the assets at issue are outside the Court's probate jurisdiction.

³¹ Generally, property law principles dictate real property runs with the land in which it is attached. *See generally Garrow III v. Garrow*, 11-LND-00001 (May 9, 2017). However, the Court notes that the regulatory and contractual scheme utilized by the AHA and SRMT separate the assets, the property and house. Thus, the assets are considered to be separate pursuant to the terms of the Mutual Help and Occupancy Agreement and Mutual Help Program and are treated as such in the Court's analysis.

³² The Court notes that the SRMT, through its attorney, contended the SRMT owns Lot # [REDACTED] and the AHA owns the house at issue. *See Brief for Saint Regis Mohawk Tribe*, 1-2 (filed Aug. 18, 2017). However, the AHA position, as stated by Retha M. Herne at the Aug. 30, 2017 hearing, is that there is no distinction as evidenced by the quit claim deed language which states the first part as "AHA/SRMT." Therefore, the AHA and SRMT are one and the same. The Court does not make a finding in regards to this distinction because it is not required to reach a decision in this matter.

³³ "Asset" is defined as an item that is owned and has value. *Black's Law Dictionary* (10th ed. 2014), available at Westlaw BLACKS.

³⁴ Intestate means the decedent died without a will.

³⁵ *Black's Law Dictionary* (10th ed. 2014), available at Westlaw BLACKS.

³⁶ *Id.*

³⁷ *See* [REDACTED] Swamp Mutual Help Ownership Opportunity Program Mutual Help and Occupancy Agreement Art. IX & X (signed Aug. 17, 1995).

The Court has resolved the issues necessary to make a decision in regards to the AHA's Motion to Reconsider. However, there remains a question as to the Court's subject matter jurisdiction authority to hear matters or controversies that arise that are related or stem from the successor process by the SRMT and AHA in transferring property or MH/HUD homes to beneficiaries. The Court will now take up that issue.

Does the Court have jurisdictional authority over the AHA/SRMT successor process?

At the hearing on August 30, 2017, [REDACTED] Swamp and [REDACTED] Swamp questioned the eligibility of their brother, [REDACTED] Swamp, to participate in the Mutual Help Program facilitated by the SRMT and AHA. Furthermore, the SRMT's brief and oral argument indicates the transfer process involving MH/HUD homes and property is not by any means perfect and decisions made by the AHA may result in what may be seen as an unjust result by a decedent's heir.³⁸ Furthermore, the Court notes the process may result in confusion by heirs in regards to which entity is the appropriate forum to express grievances or seek a remedy. The facts of this case require the Court to address the question of whether the Court possesses subject matter jurisdiction to decide matters created or arising from the successor process.

Pursuant to tribal law, the Tribal Court possesses original jurisdiction over cases, matters or controversies arising under the laws, ordinances, customs and judicial decisions of the Tribe.³⁹ The Court possesses civil jurisdiction over disputes arising in, connected with, or substantially affecting Mohawk Indian Country.⁴⁰ In regards to probate matters, the Court has assumed jurisdiction pursuant to the finding, "... that the probating of an estate is a civil issue that substantially affects Mohawk Indian Country and there is no SRMT law limiting the Court's jurisdiction."⁴¹ The question before the Court is whether there is tribal law which limits the Court's jurisdiction over the matter.

In the instant case, the SRMT has provided the Court with a copy of the SRMT Housing Ordinance to support its assertion that the AHA is exempt from tribal property laws that would interfere with the AHA's ability to operate its programs.⁴² However, in 2008, "the Court requested the Tribal Council to send a certified copy of the laws the Court is to utilize and consider in resolving matters. The Court received a bundle of certified laws, which included the following: SRMT TCR 2008-16 Rules of Civil Appellate Procedure, SRMT TCR 2008-17 Rules of Evidence, SRMT TCR 2008-18 Attorney Practice Requirements, SRMT TCR 2008-19 Civil Code, SRMT TCR 2008-20 Rules of Civil Procedure, SRMT TCR 2008-21 Court Filing Fees, and SRMT TCR 2008-22 Tribal Court and Judiciary Code."⁴³

³⁸ See Brief for Saint Regis Mohawk Tribe, n. 6 (filed Aug. 18, 2017).

³⁹ SRMT Tribal Court and Judiciary Code § V.1. (2012)

⁴⁰ SRMT Civil Code § II.A. (2008).

⁴¹ *Estate of Gray*, 14-CIV-00001, 1-2 (Aug. 21, 2014) (*Redacted version available by request. The Court's probate decisions will also be made available on the Tribal Court's website at a later date.).

⁴² Brief for Akwesasne Housing Authority, 2 (filed July 12, 2017).

⁴³ *LaFrance v. Oakes*, 10-CIV-00010, 3 (Aug. 13, 2010).

Notably, and particularly relevant to the present matter, the certified copy of laws sent by the Tribal Council did not include the SRMT Housing Ordinance, which raises the question as to whether the SRMT Housing Ordinance may be considered as applicable tribal law. To resolve this issue, the Court asked Marsha Schmidt, attorney for the SRMT, during the hearing whether it is the SRMT General Counsel's position that the SRMT Housing Ordinance is applicable tribal law. Marsha Schmidt stated it is a tribal law that may be considered by the Court.

Based on the position of the General Counsel's Office the Court will apply the SRMT Housing Ordinance to this matter and future cases.⁴⁴ Which brings forth the question, that is, does the SRMT Housing Ordinance impose limitations on the jurisdictional authority of the Court in matters that stem from or are related to the successor process of MH/HUD homes and the land used as a contribution by a homebuyer?

The SRMT Housing Ordinance states that no tribal law may interfere with the AHA's ability to operate its program, specifically, the Ordinance states that "[n]o Ordinance or other enactment of the Tribe with respect to the acquisition, operation or disposition of Tribal property shall be applicable to the Authority in its operation pursuant to this ordinance."⁴⁵ The SRMT Housing Ordinance provides the AHA the express authority to dispose of tribal property.⁴⁶ The AHA has taken such authority and established a successor process that is clearly included within provisions of the Mutual Help and Occupancy Agreement. As part of this process, and required by the Mutual Help program, the AHA requires a contribution by the "homebuyer," which is land upon which the home is to be located be deeded to the Tribe. Therefore, the Court finds the express language of the SRMT Housing Ordinance reserves the authority to make decisions regarding the successor of the land and attached house, until the event the MH/HUD house is paid off and the "homebuyer" is converted to a "homeowner." This authority is directly related to the AHA's ability to operate its Mutual Help program. Thus, the Court finds that all matters that stem from or arise that are related to the successor process of a MH/HUD home and land are outside this Court's subject matter authority to address.⁴⁷ As evidenced by the contribution provision within the Mutual Help and Occupancy Agreement, the authority to correct, amend, and issue quit claim deeds that are used to convey a contribution or are used as part of the successor process for an AHA program rests with the SRMT and AHA.

The Court does note that the Housing Ordinance does waive the Tribe's sovereign immunity and anticipates some form of legal action. However, given that the land and home are

⁴⁴ The Court also notes such finding is supported by tribal law, which requires the Court to first look to applicable tribal law before outside jurisdictions.

⁴⁵ SRMT Housing Ordinance § V. (adopted by an unnumbered TCR 84-13 and later reconfirmed and ratified in a TCR dated July 19, 1984).

⁴⁶ Citation

⁴⁷ One may notice the Court did not take up the issue of whether the AHA is a "creditor" pursuant to the principles of probate law in coming to its decision. *Estate of David L. Swamp Decision on Akwesasne Housing Authority Motion to Reconsider*, 16-CIV-00017 (July 14, 2017). The SRMT provided the Court with an explanation of the AHA's role, however, the Court need not reach this issue due to the nature of the assets and jurisdictional authority of the Court over the transaction and does not make a finding as to the Tribe's argument.

not part of the estate and that the Housing Code currently prohibits the Court's jurisdiction for a probate matter, the Court does not take up the issue of sovereign immunity.

The Court is cognizant of the concerns expressed by [REDACTED] Swamp and [REDACTED] Swamp in regards to their brother, [REDACTED] Swamp's, eligibility. However, as this Court has demonstrated the express language of the SRMT Housing Ordinance has abrogated the Court's authority in regards to the disposal of MH/HUD homes and the land used as contribution. The concerns expressed by [REDACTED] Swamp and [REDACTED] Swamp are directly related to the disposal of Lot # [REDACTED] and the attached house. As expressed by the SRMT Housing Ordinance, this is within the authority of the AHA to decide in accordance with the Mutual Help and Occupancy Agreement and their policies and procedures. The only available forum for the heirs of [REDACTED] Swamp to seek redress is the AHA. This is not to be taken to mean the Court is now limited in its jurisdictional authority over the remaining probate assets. As stated previously, the Court assumes jurisdiction over probate matters. Thus, the Court will continue to assume jurisdiction over the remaining assets of the Estate of [REDACTED] Swamp.

LEGAL CONCLUSIONS

1. Lot # [REDACTED] and attached home are non-probate assets and as such are not part of the decedent's probative estate.
2. The SRMT Housing Ordinance abrogates the Court's jurisdictional authority over matters related to the succession of the land and house pursuant to the terms of the Mutual Help Program and Mutual Help and Occupancy Agreement.
3. All matters related to the facilitation of the transfer of assets of the Mutual Help Program and Mutual Help and Occupancy Agreement are within the jurisdictional authority of the AHA and SRMT.
4. Pursuant to tribal law, the Court assumes jurisdiction over all other assets listed at this time in the inventory sheet by the Administrator.

ORDER

NOW, THEREFORE, it is

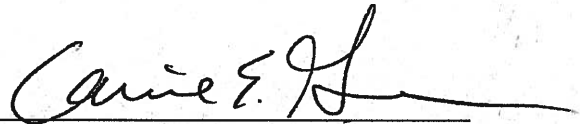
ORDERED the Court's Decision dated June 1, 2017 is vacated for lack of jurisdiction.

ORDERED the Administrator must provide the Court with an amended Inventory consistent with this Court's findings and is granted the opportunity to amend the Inventory list by October 20, 2017. [REDACTED] Swamp is **ORDERED** to grant [REDACTED] Swamp

access to [REDACTED] Swamp's former home and the land its located upon to inventory [REDACTED] Swamp's personal property.

A status conference for the Administrator and heirs shall be scheduled.

Signed by my hand this 22nd day of September, 20 17.

A handwritten signature in cursive script, reading "Carrie E. Garrow", written over a horizontal line.

Carrie E. Garrow, Chief Judge
Saint Regis Mohawk Tribal Court

The parties have thirty (30) days from entry of this Order to file an appeal with the Saint Regis Mohawk Appellate Court.