

St. Regis Mohawk Tribal Court

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Audrey Ransom	)	
Gordon Ransom	)	DECISION AND ORDER
Appellant	)	
-V-	)	10-LND-00002
	)	
Jean Jacobs	)	
Respondent	)	

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PROCEDURAL HISTORY

Audrey Ransom, on behalf of herself and her husband Gordon Ransom, filed an appeal of a St. Regis Mohawk Tribal Council decision dated July 8, 2009 in St. Regis Mohawk Tribal Court on March 26, 2010.

Following the filing of the appeal with the Court, a twenty day civil summons was issued on May 10, 2010 that was to be served upon the Respondent, Ms. Jean Jacobs, along with a copy of the complaint.

On May 20, 2010 a proof of service was filed with the Court showing that the civil summons and the complaint were served upon the Respondent, Ms. Jean Jacobs.

The Court received the defendant's answer from Ms. Jean Jacobs on June 9, 2010 which was filed in the record.

Following multiple pre-trial conferences held in St. Regis Mohawk Tribal Court with no resolution occurring, the Court began its own fact finding mission to help facilitate a decision in this matter.

DISCUSSION

In deciding land dispute cases SRMT Court undertakes an exacting review with respect to each case filed. This often includes repetitive reviews of the case record, information submitted by the parties, information available at the SRMT Clerks Office, and use of public information such as newspapers and other publicly filed documents.<sup>1</sup> It is through this process that very often the Court can 'discover' historic issues that in current times create parties to an SRMT Land Dispute. *See: Point v. Peters* 10-LND-00005 (competing excessive claims to property dimensions, one dating to 1952); *White v. White* 10-LND-00009 (no deed with subsequent deeds erroneously listing size of properties, stemming from 1970 transaction); *Oakes v. Oakes* 11-LND-00008 (incomplete 2006 contract with respect to property purchase). Nonetheless, the SRMT

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<sup>1</sup> See SRMT Rules of Evidence Section L Rule 47 (A)

Court undertakes such a comprehensive review recognizing that there is no further appeal of a Land Dispute case once the SRMT Court has rendered a decision in such matters.<sup>2</sup>

The case at bar has proven to be one of the most time consuming and perplexing cases which the SRMT Court has had to decide under the SRMT Land Dispute Resolution Ordinance. This process began with petitioner Audrey Ransom's argument that they 'own from the river to White road' and in the submissions made by them that the parcel was 'the Lawrence White estate'. Through our review the SRMT Court has discovered that the issues between the two parties in the case at bar, Ms. Audrey Ransom and Ms. Jean Jacobs, originates not solely with issues created by them, but it in fact originates from issues associated with this particular parcel of property and the St. Lawrence Seaway.

### **St. Lawrence Seaway Development Project**

Pages could easily be filled with respect to the St. Lawrence Seaway project. For the sake of brevity and the current case we must note that: The ideal of a power dam on the St. Lawrence River dates from at least 1914, but did not come to fruition until 1954.<sup>3</sup> The complexity of the project comes by the fact that the St. Lawrence River not only serves as the international boundary between Canada and the United States, but it is also used as an international shipping channel.

The project was initially advocated for by 'private' interests but was subsequently taken up by the New York Power Authority (NYPA) after its formation in 1931. This was rooted in New York's desire to harness the power producing capabilities of both the St. Lawrence and Niagara Rivers to produce electricity, but in order to do so, any project would have to maintain or establish alternative shipping channels.<sup>4</sup> In this regard it can be noted that the transportation requirements which NYPA had to meet is what brought them into playing a role with respect to the parcel of land that is the subject of this proceeding.

The relevant mechanics of what needed to transpire, can be summed up as such: In order to build the Moses Saunders Power Dam (anchored from Barnhart Island to mainland Canada) NYPA had to have a joint project with Canadian Authorities. For this, both had to agree to take sufficient property associated with construction and operation of the dam, BUT they ALSO had to take a sufficient amount of property to maintain and construct the transportation requirements associated with 'Dam-ing' of the river. Most interesting, is that NYPA would work in conjunction with various other departments of State and Federal government, to meet these requirements.

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<sup>2</sup> See SRMT Land Dispute Resolution Ordinance XV (D)

<sup>3</sup> The original ideal dates from c. 1914 when a private company submitted plans to the NY Legislature to dam the St. Lawrence near present day Long Sault Ontario.

<sup>4</sup> The New York Power Authority (NYPA) was created by NY state law in 1931, to construct the power dams it would need the approval of the Federal Energy Regulatory Commission (FERC). Due to the international aspects (Canada-United States) the Internal Joint Border Commission (est. by Treaty between Canada and the U.S.) would also have to be involved, and adding to the mix was the transportation aspect.

For instance, the figurative 'green light' for the project had to be given by the Federal Energy Regulatory Commission, but the actual supervision of the construction of the project was given to the United States Army Corps of Engineers.<sup>5</sup> NYPA summed up these required relationships as:

"Among the considerations affecting land acquisition which must influence our decision are the lake and river levels and navigation requirements which are under general supervision of International agencies, the conditions of the license issued by the Federal Power Commission, need of land for the deposit of huge amounts of channel excavation, our contract with the bond holders and operating arrangements in regulating flow through the Powerhouse..."<sup>6</sup>

In an even stranger twist, it would be NYPA and other parts of NY Government that would actually 'take' the property<sup>7</sup> necessary for the project, BUT they would ultimately cede/give that property to the applicable entity<sup>8</sup> associated with the project.<sup>9</sup> At the time, this was described by NYPA in the following manner:

"Under an arrangement with the American Seaway Corporation, the Power Authority has assumed responsibility for acquiring all land required for the joint project and we in turn are using facilities of the State of New York represented mainly by the State Department of Public Works and the Attorney General's Office."<sup>10</sup>

This was further explained by NYPA that: "Land acquisition requirements fall into four categories as follows: .... 3. Areas required to deposit dredged material." This dredged material then "...must be deposited as close as possible to points of excavation or the haul will cause inordinate increase in the cost of the work."<sup>11</sup> Furthermore, according to NYPA "Land required should be paid for fairly by the Authority and any benefit as a result of the expenditure of millions of Authority funds in excavating channels should accrue to the authority."<sup>12</sup> To meet the land requirements associated with the project, NYPA "must have the title to all land on or before January 1, 1956."

As we have noted, in order to construct the Moses Saunders power dam NYPA had to provide an alternate shipping channel. This was due to the fact that the location of the proposed dam would effectively close the then operational Cornwall Canal and Locke

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<sup>5</sup> Note this included the posting of 'contract bids' and selection of contractors.

<sup>6</sup> See FN 5

<sup>7</sup> Generally through eminent domain powers

<sup>8</sup> The St. Lawrence Seaway Development Corporation

<sup>9</sup> For instance the United States Seaway Transportation Authority (e.g. locks, shipping channel [Wiley Dandero canal], etc.)

<sup>10</sup> See "Land Acquisition on the American Side for the St. Lawrence Seaway and Power Projects", NYPA pub., July 18, 1955. Financially, the money to make this happen was raised through government bonds which were paid off by the sale of electricity and to a much smaller extent, shipping tolls to use the seaway system.

<sup>11</sup> Id.

<sup>12</sup> See FN 44

system.<sup>13</sup> In order to do this 2 new Locks (Snell, Eisenhower) and a new canal (Wiley – Dandero) had to be constructed. This would effectively move shipping traffic from what had been north of Cornwall Island (and ALL Canadian) to south of Cornwall Island (to now be All American). Associated with this though, was the necessity to widen, straighten, and deepen the channel between the United States mainland and Cornwall Island for this ‘new’ shipping channel. It is this process that would have an effect on the St. Regis Indian Reservation as Cornwall Island and Racquet Point would be ‘narrowed’ and/or ‘straightened’. This is the point where the parcel that is in dispute in this proceeding would have dredged river material dumped upon it, or at least an apparent 9.35 acres of it.

It was at this time that many of the court proceedings that will be noted in this decision began occurring. These include actions initiated by Mose White with respect to his mother Catherine Peters White estate, Federal Court ‘*Lis Pendens*’ notices of ‘land takings’, the appointment of Sarah Ransom over Mrs. Louise Jackson/ White (nee Louise Jackson), and finally the litigation involving land owners, the St. Regis Mohawk Tribe, and the Traditional Council for control of any Seaway Project payment.

#### 1954- 1960 Seaway Project and the St. Regis Indian Reserve

In November of 1954, after the St. Lawrence Seaway Development Project was formally approved, the St. Regis Mohawk Tribe filed a \$ 33 million dollar suit in the New York Court of Claims as compensation for Barnhart Island.<sup>14</sup> This action appeared to anger Robert Moses Chairman of NYPA<sup>15</sup> and the case would remain pending until December 1957 when the Appellate Division of the NY Courts dismissed the St. Regis Mohawk Tribe’s Claim to Barnhart Island.<sup>16</sup> While this suit was pending there was a multitude of other occurrences which transpired.

In January and early February of 1957 the United States Attorney General’s Office filed motions to take 88 acres of the St. Regis Mohawk Indian Reservation on behalf of the St. Lawrence Seaway Development Corporation.<sup>17</sup> This resulted in the filing of the *Lis Pendens* notices noted above, including the naming of persons associated with this land dispute as defendants.<sup>18</sup> What is most interesting in this regards is that newspapers would subsequently report that the St. Regis Mohawk Tribe did NOT file any

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<sup>13</sup> To clarify, there was a canal system that was adjacent to the city of Cornwall, Ontario Canada which permitted some shipping from the Atlantic to the Great Lakes.

<sup>14</sup> See Nov. 20, 1954 Ogdensburg Advance Journal

<sup>15</sup> See Dec. 15, 1954 Ogdensburg Journal

<sup>16</sup> See December 21 1957 Ogdensburg Journal, and December 23, 1957 Massena Observer. It can be noted that the SRMT was initially successful at the NY Court of Claims, See 5 A.D.2d 117, at this time NY immediately appealed to the NY Appellate Division which ruled in their favor in December of 1957 See 5 A.D.2d 117

<sup>17</sup> This is the Federal Corporation that would operate the seaway portion of the project, and whom NYPA would turn the project over to.

<sup>18</sup> It appears a subsequent ‘amended’ motion was filed, See February 5, 1957 *Lis Pendens* notice.

opposition to the motions filed by the USAG.<sup>19</sup> It appears that in the absence of any SRMT opposition, Federal Judge Stephen Brennan signed the order for the 'taking' on February 19, 1957.<sup>20</sup>

The most interesting dispute to emerge was not over the land 'taking', but rather a dispute over who would receive the monetary compensation associated with the 'taking'. This would come to a head as it would be reported on April 25, 1957 that the Federal Court would hear the 'Indians' money fight.<sup>21</sup> The persons and entities competing for control of the money included the SRMT, individual Indian 'land owners' in the area, and a Longhouse/Traditional faction. This included the defendants named in the *Lis Pendens* Notices. (E.g. Mose White, John White, Sarah Ransom as conservator of Louise Jackson White).

Yet, even as this dispute was going on it appears that individual SRMT members (e.g. Mose White) were entering into agreements with companies engaged in the Seaway project, and these agreements were being presented to the SRMT Chiefs for acknowledgement if not tacit approval.<sup>22</sup> These agreements included renting a home in the current land dispute area, and the running of power and telephone lines unto the property that is now in dispute.<sup>23</sup>

By May of 1957 there was still no resolution to the matter, but the Federal District Court DID authorize some disbursements to effected land owners.<sup>24</sup> It was reported that during this time the SRMT Council contended that "they" should receive the money on behalf of the property owners and the Tribe.<sup>25</sup> There was a subsequent filing by the USAG in September of 1957 asking the Court to make a decision on the monetary disbursement, which was followed by an October 1957 decision by the Court permitting the SRMT to have a voice in the disbursement.<sup>26</sup> These matters would then remain dormant until April of 1959, when it was reported that a hearing was going to be conducted at the federal court in Utica with respect to disbursement of the money for the land takings.<sup>27</sup> One can note that these proceedings would have literally pitted the SRMT against its own members. This included persons (Mose White, Jack White, and Louise White) who are associated with this land dispute between Gordon and Audrey Ransom and Jean and Amanda Jacobs.<sup>28</sup>

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<sup>19</sup> See February 28, 1957 Massena Observer

<sup>20</sup> *id.*

<sup>21</sup> See April 25 1957 Ogdensburg Journal.

<sup>22</sup> See April 23<sup>rd</sup> 1957 Agreement between Mose White and R.E. Kremer for rent of a house and use of a driveway from April 23, 1957 – July 1, 1958, at which time Mose White agreed to move the house! Consideration was \$500. Chiefs Terrance, Jacobs, and Solomon signed the agreement as an apparent acknowledgement. Copy in SRMT Clerks Office.

<sup>23</sup> *Id.*

<sup>24</sup> See May 7, 1957 Ogdensburg Journal, May 9, 1957 Massena Observer

<sup>25</sup> *Id.* May 7, 1957 Ogdensburg Journal. This would include receiving money over/prior to the effected land owners/SRMT Members

<sup>26</sup> See September 5, 1957 Massena Observer, October 28, 1957 Massena Observer

<sup>27</sup> See April 17, 1959 Ogdensburg Journal

<sup>28</sup> The history of these property transactions will be provided herein

It would not be until March of 1960 that a decision was finally made with respect to the disbursement of the money associated with the taking. The 'Seaway Project' payout included the following: Mose White: \$ 1,461, Jack White: \$ 1,093, and Sarah Ransom as Committee of the person and property of Louise White: \$ 7,370.25, Other persons receiving money included: James Thompson (\$1,800), Mary Bero (\$5,220), Abraham Loran (\$ 22,663), Mitchell Oakes (\$ 8,118), Antoine Cole (\$ 500), and Louise Lafrance (\$ 325). The SRMT received \$ 51,447.50.<sup>29</sup>

At this point we can take note that between November 1954 and December 1957 the SRMT was involved in the NY Court of Claims action for Barnhart Island. Yet, it was also during 1957 (January/February) that while the SRMT did NOT oppose the taking of the 88 acres located in the Racquet Point area of the SRMIR for the Seaway Project, the SRMT did become involved in a lengthy dispute as to the distribution of the money associated with that action. This dispute lasted until March of 1960 when the SRMT received over \$50,000 for the taking, and SRMT members received other portions. It would be convenient if that was all that would be needed with respect to the current dispute involved in the case at bar. But there was something more, something in the name of Northland Ports Inc.

It appears that in the early part of 1959 the Attorney for the Tribe (Arthur B. Hart) began to make trips to New York City to seek support and assistance for a 'deep water' port on the St. Regis Mohawk Indian Reservation.<sup>30</sup> During this time Chiefs of the SRMT contacted Leighton P. Wade who was counsel to the NY Joint Legislative Indian Affairs Committee<sup>31</sup> for advice on how to 'lease' upwards of 800 acres in the Racket Point area for a Port.<sup>32</sup> Mr. Wade apparently responded by August 21, 1959 and advised the SRMT Chiefs to advocate for a NY State law that would permit the State to 'let', 'lease', or 'permit' the leasing of Tribal Lands. Two months later this matter would come to the forefront.

In October of 1959 it was reported that a meeting was held on the St. Regis Indian Reservation and the 'mega-Port' deal for Racket Point area was presented.<sup>33</sup> It appears that at the SRMT meeting some members questioned the SRMT about the deal, and in particular for having apparently signed the deal prior to any community involvement or approval. It was in interviews with the SRMT Attorney (Arthur Hart) when it was disclosed that the plan had been worked on by him in his visits to New York City last

<sup>29</sup> See March 30, 1960 Utica Daily Press

<sup>30</sup> The Attorney's name was Arthur B. Hart, who was originally from Yonkers NY and who resettled in the North Country following his service in WWII. He was twice married and by 1946 he was District Attorney for St. Lawrence County, subsequently moving to Massena after his term of office and joined many civic groups such as the Freemasons of Massena. For many of the matters noted herein, he was the attorney of record for the SRMT.

<sup>31</sup> This was literally the Committee that NY formed following the *Forness* 37 F.Supp. 337 decision of 1941. The Committee pushed for passage of 25 USC § 232, and 233 the criminal (1947) and civil (1950) jurisdiction granting statutes.(e.g. Barnhart, Seaway Money Distribution)

<sup>32</sup> See October 29, 1959 Massena Observer.

<sup>33</sup> See October 18 1959 Advance News and October 19, 1959 Massena Observer. The 'Tribal' meeting apparently occurred on Saturday October 17, 1959 and was attended by 200 Indians.

year (1958), and that Northland Ports was organized by "New York City Men". The deal was apparently already signed by the SRMT Chiefs and was simply awaiting the signatures of Northland Ports. According to Attorney Hart the agreement had to be presented to Northland Ports Board and Shareholders.<sup>34</sup> Included in its purported terms was a lease of some 800 acres of 'Racquet Point' lands from the SRMT for an annual payment of \$1 million or 2% of net profits from the Port. On the same day the local county development agency pledged their aid in negotiations for the SRMT 'Port Deal'.<sup>35</sup> Within three days the 'Port' deal sank.

Two days later it was reported that "Mohawks to Fire Hart for Arranging Port Deal With Non-Existent Firm".<sup>36</sup> From these reports it appears that the purported contract was fabricated by Attorney Hart and that there was in fact no such entity as Northland Ports Inc. Within 1 week Chiefs Solomon and Jacobs in a letter to a local paper released the August 21, 1959 letter from Leighton Wade (Counsel to the New York Joint Legislative Indian Affairs Committee) on leasing of Racquet Point Lands. This matter appears to have stayed within the public purview for as late as December 17 Chiefs Solomon and Clerk Lazore submitted a letter to the local press discussing a vacancy on SRMT Council and the position of one SRMT Chief regarding the purported Racquet Point Port Deal.<sup>37</sup> These matters would persist through January of 1960.<sup>38</sup>

In researching these matters it is clear that there was a multitude of other issues affecting the SRMIR during this time period. These included: In 1958, New York, for the very first time initiated tax proceedings against St. Regis Indians.<sup>39</sup> This resulted in court proceedings, and by January 1959 the SRMT announced they would no longer pursue appeals in the tax case.<sup>40</sup> It can be noted that this may have put the SRMT Council in further conflict with the Traditional Council on the Reserve and with landowners affected by the St. Lawrence Seaway Project.<sup>41</sup> In May of 1959 SRMT Chief Solomon was charged in St. Lawrence County in a fishing case.<sup>42</sup> During the same month Alex Papineau was charged with murdering a NY State Police Trooper.<sup>43</sup> In the

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<sup>34</sup> See October 19, 1959 Massena Observer.

<sup>35</sup> See October 19, 1959 Massena Observer 'North Franklin County Group Pledges Aid in Negotiations for Leasing St. Regis Land.

<sup>36</sup> See October 21, 1959 Ogdensburg Journal, October 22, 1959 Massena Observer.

<sup>37</sup> See December 17, 1959 Massena Observer. In the letter there is also discussion that in an SRMT meeting there was a vote (36-2) that the SRMT was NOT to lease any lands unless and until there was a referendum.

<sup>38</sup> See January 19, 1960 Massena Observer.

<sup>39</sup> See August 9, 12, 1958 Ogdensburg Journal

<sup>40</sup> See October 2, 9, 23, 1958 Massena Observer

<sup>41</sup> See October 2, 1958 Massena Observer noting presence of Traditional Chiefs (Alex Gray, Jimmy Thompson, John Tebo) at Tax Hearing; January 29, 1959 Ticonderoga Sentinel noting that Mad Bear Anderson was leading the St. Regis Indians at a public hearing with NYS Tax Officials in Massena after the SRMT announced they would no longer pursue tax fight.

<sup>42</sup> See November 22, 1960 Massena Observer. It can be noted that Chief Solomon's case originally went to a St. Lawrence County Grand Jury which 'no-billed' it, New York then initiated actions in civil county court to collect the \$400 fine and a jury there returned a 'no-cause of action' verdict.

<sup>43</sup> See May 28, 1959 Fort Covington Sun. The deceased Officer had been involved in a prior shooting incident with Spencer Gray on the SRMIR.

Papineau matter the Traditional Council on the Reserve also got involved.<sup>44</sup> The split between the SRMT and the Traditional Council also emerged with respect to the four lane highway associated with the Seaway project which would also take SRMIR lands.<sup>45</sup> There was also an apparent attack of a NYS Social Welfare Official which further split the SRMT and the Traditional Council.<sup>46</sup> This split played out further in the 1959 SRMT elections.<sup>47</sup> Finally, during this period there appears to be an increase in efforts by the SRMT to remove various persons from the SRMIR, some of whom were located in the Racquet Point area of the SRMIR and appear to be affiliated with the 'Traditional' faction.<sup>48</sup>

In the midst of all these occurrences was a parcel of property located adjacent to the St. Lawrence River. It is unclear as to how the SRMT was going to 'acquire' the property for their 'mega port' deal in light of the difficulties that the Seaway Development Corporation was encountering. What is clear, is that the parcel would soon become enmeshed in these issues, and is the subject of the current land dispute case.

### *The Parcel in 1950*

Within the record of the case is an apparent '1942' aerial photograph of the property in dispute which shows the parcel's location on the St. Regis Indian Reservation. The parcel is nestled upon a piece of land which would have the 'pre-Seaway' St. Lawrence River as its western boundary. North & East of the parcel is what is believed to be the Abraham Loran farm, and its eastern boundary would be the 'White/Loran Road'. Running along its southern Boundary was an apparent farming road located on the Jimmy Thompson Jr. Farm. From the photograph it appears to have been well kept with crops and structures upon it.

It appears that the parcel was owned at some point by Mr. Joseph White and his wife Mrs. Catherine Peters White.<sup>49</sup> It is uncertain as to when Mr. Joseph White passed

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<sup>44</sup> See June 4, 1959 Ogdensburg Journal, Hereditary Chiefs appointed Mad Bear Anderson to expose NYSP brutality.

<sup>45</sup> See October 30, 1958 Massena Observer first notice of highway project, Nov. 14, 1958 Ogdensburg Journal Donald Richmond: Indians opposed to highway; June 17, 1959 Ogdensburg Journal, June 18, 1959 Massena Observer SRMT receives check for \$15,000 at Attorney Hart's office for Highway lands; May 5, 1960 Massena Observer some St. Regis Indians have threatened land surveyors for highway.

<sup>46</sup> See February 9, 1959 Massena Observer. In this matter SRMT Chief Solomon penned a letter to the paper with respect to an apparent assault of the Welfare officer by a William Lazore, and the involvement of Donald Richmond of the 'traditional element'. This was in response to a February 6, 1959 Watertown Times Article on the same issue.

<sup>47</sup> See June 11, 1959 Massena Observer on SRMT elections noting 'Longhouse faction' had set up across from the polling place and 10 NYSP cars soon arrived.

<sup>48</sup> See December 13, 14, 1956 Ogdensburg Journal; SRMT wants to remove upwards of 200 'Canadian Indians', John Tebo among them. Canadian elected Indian Chief Response. January 5, 1960 Massena Observer NY Appellate courts upholds decision to evict John Tebo, November 17, 1960 SRMT seeks Sheriff assistance to move Mary Tebo (proceedings were initiated in April)

<sup>49</sup> We derive this information from subsequent obituaries of their children

away, but Mrs. Catherine Peters White passed away July 3, 1950.<sup>50</sup> At this point the parcel apparently came into the possession of their three (3) children. These were Mr. Lawrence White, Mr. Mose White, and Mr. John 'Jack' White. It is the history of this family, and at times it was a tragic history, which has and continues to have an effect on the parties in this dispute currently before the Court.

*Mr. Lawrence White:*

It appears that Mr. Lawrence White was the oldest of the children as a newspaper account of his death provides a date of birth of April 18, 1900.<sup>51</sup> It must be noted that Mr. Lawrence White perished in an accident while he was employed on the St. Lawrence Seaway Development Project (1956). For current discussions, this news article also included the following: "Surviving are a brother, Mose White, Racquette Point and a half-brother, Jack White, Racquette Point."<sup>52</sup> As one can tell, no wife/spouse is listed in this article.

We reference the fact that no spouse is listed because it is only through other documents which we can discern that it appears Mr. Lawrence White had a spouse. In a May 8, 1967 SRMT record Mr. & Mrs. Gordon Ransom (the plaintiff in the case at bar) purchased a portion of this parcel from Ms. Louise Jackson White which was described as being the 'Lawrence White' estate. See May 8<sup>th</sup> 1967 Agreement signed by Louise White/ Sarah Ransom, Noah Cook/Eli Lazore/Andrew Bero. Next, obituary notices for Ms. Louise J. White also indicate that she "was predeceased by her husband, Lawrence White, who was killed in 1955 in an accident during the construction of the Seaway." See January 5, 1982 Massena Observer; "She was married to Lawrence White, who was killed in 1955 during Construction of the St. Lawrence Seaway." See January 14, 1982 Fort Covington Sun. Efforts to obtain any obituary record[s] for Mr. Lawrence White has proved futile.

Besides his employment on the St. Lawrence Seaway, Mr. Lawrence White was also being affected in another manner with respect to the Seaway project. After construction bids were posted for the Seaway in 1955 it soon became clear that lands of the St. Regis Indian Reservation were going to be effected. This was going to include the parcel of land involved in this case, upon which Mr. Lawrence White was residing upon. The Seaway Project would include the 'taking' of land[s], and the 'dumping' of river sediment on some St. Regis Indian Reservation lands. Such was the fate of the parcel that we are discussing.

Verification of the Seaway Projects efforts in this regard can be discovered within records at the Franklin County Clerk's Office. For instance, there is within those records

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<sup>50</sup> See "In the Matter of the Application of Mose White, for a Decree Establishing the Right of Inheritance of Real Property of Catherine Peters White, deceased." See decree and amended decree both dated December 14, 1959, available at the Franklin County Clerk's Office, Malone NY.

<sup>51</sup> See June 24, 1956 Ogdensburg Advance News 'Seaway Employee Smothered'.

<sup>52</sup> *Id.* It must be further noted that the Court has not been able to find any other news article (e.g. obituary) or any SRMT record with respect to the death of Mr. Lawrence White.

a January 29, 1957 *Lis Pendens* notice which lists the "White Estate" as one of the defendants as well as a July 18, 1957 *Lis Pendens* notice which includes "...; Lawrence White Estate, c/o Mose White;..." as a defendant.<sup>53</sup>

As we have discussed, through the Seaway Project 'land taking' process there very soon emerged a dispute as to who would receive monetary compensation for the 'Seaway' effects on the lands of the St. Regis Indian Reservation. The parties contesting who should receive the compensation included the St. Regis Mohawk Tribe and affected land owners inclusive of the "Lawrence White estate" and his brothers (Mose and "half-brother" Jack), and the 'Traditional Council' of the St. Regis Indian Reservation.

As the subsequent 'Seaway Project' payout included Mose White: (\$1,461), Jack White: (\$1,093), and Sarah Ransom as Committee of the person and property of Louise White (wife of Lawrence White): (\$7,370.25).<sup>54</sup> It is clear that the three children of Joseph and Catherine White received compensation for the effects of the Seaway project on the parcel of land that is the focus of this land dispute.

Next, it appears that Mrs. Sarah Ransom and Mrs. Louise Lawrence White were sisters (nee' Jackson) as is listed in Mrs. Louise White's obituaries (survived by two sisters: Mrs. Sarah Ransom...), and it should be noted that Mrs. Sarah Ransom was married to Mr. Noah Ransom.<sup>55</sup> In returning to records maintained at the Franklin County Clerk's Office<sup>56</sup>, it appears that by January 1957 Mrs. Sarah Ransom was petitioning the Franklin County Supreme Court to be appointed as conservator over her sister, Mrs. Louise White. This was granted on June 4, 1958.<sup>57</sup> Another filing associated with the case provides: "Louise Jackson White had estate of deceased husband who died in June 1956, consisting of approx. \$ 2,000 in Northern NY Trust Co. Massena NY: possible real estate in Franklin County; and settlement through workman's comp for accidental death of husband."<sup>58</sup> By 1960, apparently after the Seaway Project payment was received, Mrs. Sarah Ransom returned to Franklin County Court to petition for the use of \$2,995 of Mrs. Louise White's estate to purchase a mobile home for her which was to be placed on Sarah's property.<sup>59</sup> The only other 'public' record identifying Mrs. Louise White is a 1950 newspaper account of her being involved in an auto accident.<sup>60</sup>

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<sup>53</sup> '*Lis Pendens*' means a pending suit. In these notices the St. Lawrence Seaway Development Corporation is notifying the named defendants of a pending Federal Court action.

<sup>54</sup> Other persons receiving money: James Thompson (\$1,800), Mary Bero (\$5,220), Abraham Loran (\$ 22,663), Mitchell Oakes (\$ 8,118), Antoine Cole (\$ 500), and Louise LaFrance (\$ 325). See FN 27.

<sup>55</sup> See FN 61, and note it was a Mr. Noah Ransom who picked up the children and took them to the hospital following the accident.

<sup>56</sup> These records are separate and apart from the land records initiated by the Seaway project for SRMIR Lands noted above. The heading of the proceeding is "In the Matter of the appointment of a committee of the person and estate of Louise White and incompetent person and inmate of the St. Lawrence State Hospital at Ogdensburg, New York."

<sup>57</sup> See Footnote 47 *Supra*.

<sup>58</sup> *Id.*

<sup>59</sup> *Id.*

<sup>60</sup> See September 18 1950 Massena Observer reporting on an automobile crash in Roosevelttown, passengers in the vehicle were listed as Mrs. Louise White (37), Mr. Michael White (60), Sylvia Pope (6), and Noah Ransom (5).

On December 9, 1959 Mose White filed a petition in Franklin County Surrogate Court to resolve the estate of his mother, Mrs. Catherine White Peters. This would affect himself, the half-brother John 'Jack' White, and Lawrence White's widow who had a person appointed over her, Mrs. Louise Jackson White (Sarah Ransom). This resulted in the issuance of a Decree and Decree amendment, by that Court on December 14, 1959. Again, the reader should remain aware that this occurred while the pending SRMT litigation over disbursement of the Seaway Project money was pending. (March 1960) In this decree the Court noted:

"Upon reading the filing the Stipulation of Mose White, Jack White and Sarah Ransom, as committee of the person and property of Louise White, an incompetent, and their respective attorneys, and Mose White and Jack White having appeared by their attorneys, Mills and Mills, and Sarah Ransom, as committee of the person and property of Louise White, by her attorneys, Main, Main and Poissant and due deliberation having been made thereon; it is hereby ..."

On May 8, 1967 Mrs. Sarah Ransom (in the guardian/conservator capacity over Mrs. Louise White) signed an apparent 'approval' to the sale of the Lawrence White estate/ parcel to Mr. & Mrs. Gordon Ransom (the plaintiff's in the case at bar). It should be noted that Mrs. Sarah Ransom is the mother of Mr. Gordon Ransom, so in essence, Mrs. Louise White's sister (Mrs. Sarah Ransom, her conservator) sold the Lawrence White parcel to her son (Louise's nephew). Mr. Gordon Ransom was married to Mrs. Audrey Oakes Ransom, the petitioner in the present case. This sale was approved by the SRMT Council. *See* May 8, 1967 agreement with Chiefs Approval. For current discussions this sale 'agreement' included the phrase: "...boundaries and measurements are to be determined later".<sup>61</sup>

#### *Mr. John 'Jack' White*

As indicated above, it appears that Mr. John 'Jack' White was a brother to Lawrence & Mose White. Discovering material with respect to 'Jack' White has also proven to be time consuming. What the Court has discovered is it appears that Jack White was born on April 18, 1907 to Joseph and Catherine Peters White. He subsequently married an Elizabeth Jacobs on June 25, 1927 at the Catholic Church in St. Regis, and from this marriage ten (10) kids were born!<sup>62</sup>

Next, and as we indicated above, Mr. Jack White received compensation from the Seaway Project and its effects on the parcel of land involved in this case. *See* March 22, 1960 Massena Observer; March 30, 1960 Utica Daily Press (describing payout). Regrettably, just 8 months after the reported Seaway compensation payment it was

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<sup>61</sup> *See* May 8, 1967 SRMT record, in case file.

<sup>62</sup> *See* Nov. 3, 1960 Potsdam Courier Freeman, further note that an obituary for Elizabeth White Beauvais lists her date of birth as March 21, 1918, and her marriage to Jack White (who died on October 28, 1960) as occurring in 1931 *See* Indian Time vol. 19 #1, January 12, 2001.

reported that Mr. Jack White was killed in a pedestrian/auto accident on Route 37 near Rooseveltown.<sup>63</sup>

It should be noted that within the Federal '*Lis Pendens*' proceedings cited above, there is NO listing for Mr. John 'Jack' White<sup>64</sup>, but Mr. Jack White IS prominently listed in the December 14, 1959 Surrogate Decree and amended decree issued by the Franklin County Surrogates Court.

It is also clear from the record that John 'Jack' White's wife, Mrs. Elizabeth Jacobs White, name does not appear in the record of this case for an extended period of time.<sup>65</sup> However, Mrs. Elizabeth Jacobs White's name does appear with respect to 'portions' of the parcel in dispute in 1999 when she is listed as signing two (2) SRMT Use & Occupancy Deeds.<sup>66</sup> For current discussions, each of these SRMT Use & Occupancy Deeds is for "... part of that property known as the late John 'Jack' White property.", and Ms. Elizabeth Jacobs White 'warrants' the title of the parcels.<sup>67</sup> The current record of the case does not list how or when Mrs. Elizabeth Jacobs White came into possession of these parcels (e.g. the record does NOT include an SRMT Use and Occupancy Deed issued to Mrs. Elizabeth Jacobs White prior to the 1999 Deeds).

#### *Mr. Mose White*

The other child of Joseph and Catherine Peters White was Mr. Mose White. Mr. Mose White was the longest surviving child, it appears he was married at least once and Mr. Mose White had one child, Mr. Kenneth White. Mr. Mose White passed away in 1968 and he appears to be the only named person involved in this case who had a will. In his will he passed his property to his wife and son. It appears that the wife of Mose at this time may not be his son's (Kenneth) biological mother. It appears Mr. Kenneth White did not have any children.

As can be recalled, it was Mose White who is listed in the *Lis Pendens* Notices including that as being in the "c/o" the Lawrence White estate. He was also the person who initiated the Franklin County Surrogate Court action in December 1959 to settle his mother's (Catherine Peters White) estate. It is through his 1967 will that the respondent, Ms. Jean Jacobs, currently possesses her property.

Mose White's son, Mr. Kenneth White apparently married, and following his father's death made a transaction with respect to the property in 1968, which again is what he apparently acquired from his father's will. Important to note is that according to

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<sup>63</sup> *Id.*

<sup>64</sup> Of course it is feasible that he 'was considered' a part of the "White Estate" of the January 28, 1957 proceeding, but again, by July 18, 1957 the *Lis Pendens* lists "; Lawrence White Estate, c/o Mose White;".

<sup>65</sup> Her date of birth is listed as March 21, 1918, and marriage date of 1931. See *Indian Time* vol. 19 #1, January 12, 2001. Compare the same with 1960 *Courier Freeman* listing marriage date of June 25, 1927.

<sup>66</sup> Part of case file. Both deeds are dated September 24, 1999 with one being to George White and the other to James White.

<sup>67</sup> *Id.*

Mose White's will Kenneth White (son), would only be entitled to half of any property Mose White owned at the time of his passing. The other half of any property that Mose White owned at the time of his passing would be in possession of his wife at the time.

It appears that Mr. Kenneth White satisfied any monetary obligation for the property of his father, (Mr. Mose White) that was owed to his mother/stepmother in the previous transaction of 1968. Following this, Mr. Kenneth White appears to have sold a parcel of the property that was formerly his father Mr. Mose White's, to Mr. Leslie Thompson, on June 21<sup>st</sup>, 1969. This piece of property is part of the parcel that is in dispute before the Court.

Mr. Kenneth White subsequently passed away without issue, and it appears that any remaining property he possessed which is part of this parcel in dispute was given to Mr. Leonard Garrow. On May 23<sup>rd</sup>, 1991, Leonard Garrow subsequently deeded this property to Mr. James David White.

#### *The 1959 Franklin County Surrogate Court Decrees*

In light of the foregoing, we must return to the Franklin County Surrogate Court Decrees (Decree and Amended Decree) issued on December 14, 1959.<sup>68</sup> A couple of interesting aspects is to first note that Mr. Mose White's petition on this matter was filed on December 9, 1959, and the Decree[s] were issued just five days later on December 14<sup>th</sup>. It would appear that this was possible as all of the parties (Mose White, John Jack White, and Sarah Ransom for Ms. Louise Jackson White) made stipulations which may have left no unresolved issues. We can also note that the Seaway Development Corp., SRMT, and affected landowners (E.g. Mose White, 'Jack White', White Estate', Sarah Ransom as Committee of Louise White) were still engaged in federal litigation over any Seaway Project payment at this time.

As this petition was pending while the Federal Court proceedings regarding the St. Lawrence Seaway Project<sup>69</sup> it appears there is some spill over as the December 14, 1959 Amended Decree included the following:

"a. That Louise White, by her committee Sarah Ransom, is to receive any and all monies as determined by the Court for any improvements listed in the '*Taking Area*' on page 3 of the U.S. Governmental Appraisal.

b. That Mose White shall receive any or all monies determined on that property '*Outside the taking Area*' listed on page 3 of the U. S. Government Appraisal, consideration being given to the depreciation listed under '*Improvements*' on page 4 of the U.S. Government Appraisal.

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<sup>68</sup> See FN 49

<sup>69</sup> It could be further noted that this proceeding was initiated just 9 years after New York acquired some civil jurisdiction on Indian Reservations within the State. This statute, often assumed to be a jurisdiction 'granting' statute, is more akin to a choice of forum statute by its terms. See 25 USC § 233.

c. Mose White, Jack White and Louise White, by Sarah Ransom her committee, are to receive one-third of any or all monies to be awarded to this estate for the taking of the land which comprises 9.35 acres.”

It is also important to note that the following is also from the December 14, 1959 Decree:

“IV. That the above named Mose White, Jack White and Louise White are now her [*Catherine Peters White*] only distributees and heirs entitled to take by descent and inherit the real property hereinbefore described; that **the interest or share of each of said heirs through such inheritance of the real property hereinbefore described is an undivided one-third part thereof**; and that such right of inheritance has been established herein to the satisfaction of this Court in accordance with the facts which are above recited and pursuant to the statute in such case made and provided.” [*our note & emphasis added*]

The foregoing Decrees have been of immeasurable assistance in reviewing the present land dispute case, but, at the same time they raise issues that are not easily resolved by the existing record. For instance:

“Mose White, Jack White and Louise White, by Sarah Ransom her committee, are to receive one-third of any or all monies to be awarded to this estate for the taking of the land which comprises 9.35 acres.”

This Decree language clearly seems to indicate that the lands taken for the Seaway Project totaled “9.35 acres”, and therefore the current parcel which is subject to this land dispute appears to be what was left after this purported “taking”. In this regard though, the Decree also stated that the parties were to receive “one third of any or all monies to be awarded”. As noted above, the amounts reportedly paid were: Mose White: \$ 1,461, Jack White: \$ 1,093, and Sarah Ransom as Committee of the person and property of Louise White: \$ 7,370.25.<sup>70</sup> Clearly these amounts are not equal ‘1/3’ amounts of the total amount “awarded”. Finally, the un-amended decree includes the language:

“the interest or share of each of said heirs through such inheritance of the real property hereinbefore described is an undivided one-third part thereof;”

In light of the foregoing, it is now necessary to undertake an overview of actions taken with respect to this parcel of property since 1961.

***Joseph & Catherine Peters White > Lawrence White > Louise Jackson White > Gordon & Audrey Ransom parcel:***

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<sup>70</sup> Other persons receiving money: James Thompson (\$1,800), Mary Bero (\$5,220), Abraham Loran (\$ 22,663), Mitchell Oakes (\$ 8,118), Antoine Cole (\$ 500), and Louise Lafrance (\$ 325).

First, as has been noted there was an SRMT transaction recorded on May 8, 1967 as a sale between Louise Jackson White/ Sarah Ransom "(Guardian)" and Gordon and Audrey Ransom. In this transaction Louise Jackson White/Sarah Ransom sold "the late Lawrence White Estate" to Gordon and Audrey Ransom. Most interesting is that this sale included the language "Boundaries and measurements shall be added to this instrument". Both Louise J White and Sarah White attached their marks to the agreement, SRMT Chiefs approval is evidenced by Noah Cook, Eli Lazore, and Andrew Bero, and Gordon and Audrey Ransom names also appear on it. The agreement appears to be a page from the SRMT Records, as the document provides it was written by Clerk Maxwell Garrow. *See Record May 8, 1967 Sale Agreement.*

Another document in the record, which looks very similar to this agreement, includes the notation: "Received balance check# 1706 Balance owing on property August 18th, 1973. Sarah Ransom committee for Louise White". It must be noted that in the record of the case at bar there is also a copy of Check # 1706, dated August 18, 1973 which was drawn on a National Bank of Northern New York account. This account was held by Gordon and Audrey Ransom and the check was made out to Sarah Ransom for \$155 dollars. *See Record August 18, 1973 Check #1706.*

It appears that it is through this agreement that Gordon and Audrey Ransom came into possession of that portion of the parcel that was, according to the SRMT Council, "the late Lawrence White Estate", and which was according to the Franklin County Surrogate Court "an undivided one-third part thereof;" of the Catherine Peters White Estate.

Following this transaction, in 1971, Loran Thompson and Gordon Ransom purchased from James Thompson Jr. a "tract of land measuring 20ft. wide 800ft. long following the present road for the sum of \$500.00...". *See Record of May 28, 1971 agreement.* This agreement was signed by James Thompson Jr., Gordon Ransom, and Loran Thompson. Other signatures include Maxwell Garrow, John A. Cook, Charles White, and Noah L. Cook, these appear to be the SRMT Clerk and Council. This agreement seems to cover the 'road' that we noted earlier in this decision that runs along the southern border of the parcel that is in dispute. For current discussions it is interesting to note that only Loran Thompson and Gordon Ransom are listed on the agreement, absent from the agreement is a Leslie Thompson, who as we will discuss herein, made a purchase from Mr. Kenneth White on June 21<sup>st</sup>, 1967, of an adjacent parcel of property (which was apart of the Joseph & Catherine Peters White parcel) which would eventually become the property held by Ms. Jean Jacobs, the respondent to this action.

By quick summation, the portion of the parcel that is the focus of the case at bar, was considered Mr. Lawrence White's representative interest of his parents property (Joseph White and Catherine Peters) which was subsequently 'acquired' by Mrs. Louise Jackson White (Lawrence White's wife) upon his demise. This was by stipulation entered into a decree by the Franklin County Surrogate Curt and later appears to have been recognized by the SRMT Council. At the same time, Ms. Louise Jackson White had a

'conservator' of Sarah Jackson Ransom (her sister) appointed over her by the Franklin County Surrogate Court and it would be that Court which recognized Mrs. Louise Jackson White as having " an undivided one-third part thereof;" of the parcel, which also appears to have been recognized by the SRMT Council. This 'undivided one-third part' of the parcel was then sold to Gordon and Audrey Ransom via the guardian of Mrs. Louise Jackson White: Sarah Jackson Ransom. While these transactions were occurring, there was pending federal litigation happening which would not only have a physical effect on the parcel, but it would also have monetary consequences for the parties named herein. This was done with the apparent approval and consent of the SRMT Council. Then in 1971 Gordon Ransom AND Loran Thompson acquired a parcel which bounds the Southern boundary of the parcel that is the focus of this land dispute.

From the current record of the case there was no further action with respect to this portion of the parcel until September 13, 1994 when Gordon Ransom sold a portion of the parcel to Gerald Gordon Ransom and Michelle Brown Ransom. See SRMT Use and Occupancy Deed of the same date.

On June 8, 2009 a Land Dispute Resolution was signed by the then sitting SRMT Council members James Ransom and Monica Jacobs, while Chief Barbara Lazore did NOT sign this document. It is unclear what the exact dispute was over as it is not clearly addressed in this document, but the parties to it are the same as the case at bar. Also included in the document is the phrase: "It is our recommendation that Jean Jacobs is the owner of the parcel in question." Missing from the document is any record with respect to the Franklin County Surrogate Court Proceeding, the St. Lawrence Seaway Project Court proceedings, and the other transactions involved with this parcel. See Record- June 8, 2009 Land Dispute Resolution Document. Nonetheless, on June 12, 2009 Audrey Ransom, Gordon Ransom, and Gerald Ransom filed a letter of Appeal to the St. Regis Mohawk Tribe with respect to the June 8, 2009 Land Dispute Resolution. In this letter Gordon, Audrey and Gerald raise numerous issues with respect to the June 9 Land Dispute Resolution (See Record- June 12, 2009 Letter of Appeal), and one such point was the recent passage of the SRMT Land Dispute Resolution Ordinance which this current action is brought under. Furthermore, in their appeal they also present that the land dispute should go to the SRMT Court which as they describe: "...our meeting with sub-Chiefs Stacey Adams and Ron Lafrance on October 8,2008. It was agreed upon by all present that we would agree to have this matter settled in Tribal court." See Record June 12 Letter of Appeal

On December 14 2010 an SRMT Use and Occupancy deed was issued to Gordon and Audrey (Ida) Ransom from the SRMT. This deed describes the parcel as being 5.8 acres more or less, and it was signed by both Gordon and Audrey Ransom as well as SRMT Chiefs Monica Jacobs and Randy Hart.

***Joseph & Catherine Peters White > Mose White > Kenneth White > Leslie Thompson & James White & Leonard Garrow***

The history of an adjoining portion of the parcel that is the focus of this land dispute, begins by recognizing that it was Mose White who essentially 'claimed' ownership over this portion. It is important to note that it was Mose White, who by 1961 was the sole remaining child of Joseph and Catherine Peters White, had initiated the Franklin County Surrogate Court action in December 1959, he 'rented' a portion of the parcel in 1957 to a company associated with the Seaway Project, and he had received a portion of the St. Lawrence Seaway Project settlement in 1960.

The next document in the record is dated August 14, 1967 and appears to be the last will and testament of Mose J. White. In his will Mose White left his estate inclusive of "Land", to be "divided equally between my wife Louise White and my son Kenneth Robert White." See Record August 14, 1967 Will of Mose White. In the remaining provisions of the will Mose White also instructed that "Their [there?] is a bill against the Lawrence White estate for funeral and church charges for Lawrence White of which that I Mose J. White have paid, this I give to my wife and son to collect" *Id.* With respect to the portion of the Parcel that is part of Mose White's will it was described as:

"Their [there?] is about eight (8) acres with the house. This land is from as follows, on the north by the dike or dirt pile<sup>71</sup>, on the west side by the Lawrence White estate on the east by White road on the south by the Jack White estate and road leading to river [?]."<sup>72</sup>

The action of writing the will seems to be somewhat fortuitous on his part for it is reported in the Massena Observer that Mr. Mose White passed away on January 8, 1968<sup>73</sup>.

The next document in the record is from August 24, 1968 and it appears to be an attempted 'settlement agreement' between Kenneth White and Louise White (Mose White's son & wife). It must be noted that although there is space provided for the signatures of John Cook, Noah Cook, Charles White, Maxwell Garrow (all SRMT Officials), and Kenneth White, the only signature which appears on it is Mrs. Louise White. See - Record Aug. 24 1968 document. Among the terms of this 'proposed settlement' was that Kenneth and Louise were to split the funeral bills of Mose White, and then they were to split the remaining portion of his estate. The document then provides: "Kenneth White shall pay back to Louise White the sum of \$3055.00 .... for her share of the estate left by Mose White, consisting of Lands, ...". *Id.* The agreement also provides that: "Louise White have till October 31<sup>st</sup> 1968 to move out of the house as long as the rest of the agreements are fulfilled as to payments." *Id.*<sup>74</sup>

<sup>71</sup> Attempts to get any information on this 'dike' have been futile, but the term 'dirt pile' may be in reference to the dredging left by the St. Lawrence Seaway Project.

<sup>72</sup> At this point it is beneficial for the reader to recall that the Franklin County Surrogate Court decree indicated that just over 9.35 acres was taken for the Seaway Project, and if we add the 8 acres that Mose White says he owns, plus whatever was contained in the 'Lawrence White Estate', it is clear that the parcel in question exceeded 17.5 acres.

<sup>73</sup> See January 9, 1968 Massena Observer.

<sup>74</sup> It appears that Louise White was the 'Step-Mother' to Mose White, and this may explain the rationale for this agreement and the terms contained in Mose White's will.

The next document in the record appears to be in continuance of the aforementioned 'settlement agreement' as it is a pre-printed 'Quitclaim Deed-Indenture'. It shows a date of September 11<sup>th</sup>, 1968 and is between Louise White (as seller of property) and Kenneth Robert White (buyer). On this document, the property is described as:

"Bounded on the North by a dike being boundary between Mose White and Abe Loran; on the West by the boundaries of the Lawrence White Estate; on the East bounded by the White Road and on the South bounded by the lands of Jack White Estate, and the Lawrence White Road leading to the St. Lawrence River and comprising in all of about 8 acres of land, more or less.

Possession or Occupancy by Kenneth White to be had on and after October 31, 1968." See Record – Sept 11, 1968 Quitclaim deed. This document is signed by Louise White and Notarized by Joseph M. Poissant.<sup>75</sup>

The next document in the record is dated June 7, 1969 and it is an apparent sale of land by Kenneth White to James White. This document, although similar in appearance to the 1968 'settlement agreement', *supra*, is signed by witnesses Angus P. Beauvois and Elizabeth White, SRMT Clerk Maxwell Garrow, and both parties to the agreement, Kenneth White and James White. The description of the land in this document is:

"This lot is bounded as follows; on the north by the dirt dike on the east by the road on the west by Gordon Ransom south by Kenneth White."

It is further noted that this parcel is "triangular" in shape, and totals about "1 acre". See Record- June 7, 1969 agreement. The document also provided that the land was to stay in the "White family".<sup>76</sup> The reader should note that this 'triangular' plot actually lists four (4) boundaries.<sup>77</sup> From this description it appears that this also was a portion of the parcel that is the subject of this land dispute (e.g. 'bounded' on 'thewest by Gordon Ransom').

Next, we will look at three (3) documents that are included in the record of this case. The first of these is a typed 'land-sale' agreement dated June 21<sup>st</sup> 1969 and is signed by witnesses Rose Garrow and Maxwell Garrow, who also signed as 'Drawn by the Clerk'. The parties to the agreement, Kenneth White and Leslie Thompson, also signed the agreement. Although there is space for John A Cook, Noah L Cook, and Charles White to sign under the heading "Chiefs approval", NO signatures are affixed to the document from those individuals. According to the terms in this document, it was a "Cash Dea[l /?]", and the document was to serve as the receipt. For current discussions, the document provides that:

<sup>75</sup> It is probable that Mr. Poissant was an attorney who also prepared the document for Ms. Louise White.

<sup>76</sup> We will save any discussion, and long the bane of any law student, on a 'springing interest' for another time.

<sup>77</sup> Perhaps this plot is more 'trapezoid' in shape than the description provided herein.

“This tract is bounded as follows: On the East side by Kenneth White and the Jack White estate for a distance of 502 feet then On the North by James White for a distance of 137 feet seven inches, On the West by Gordon Ransom for a distance of 501 feet to the White road and along this road for a distance of 467 feet. The enclosed map of this tract of land will be kept with the clerk of the tribe. The parties hereby sign in agreement to this instrument.” See Record- June 21<sup>st</sup> 1967 agreement.

Initially we can note that there is NO map included in the case record that would coincide with this document. Next, the ‘bounds’ described in the foregoing are inconsistent with those provided in the June 7<sup>th</sup>, 1969 Kenneth White/James White Agreement. Whereby, in that agreement the Western Boundary is that of Gordon Ransom, while in the June 21<sup>st</sup> 1969 Kenneth White/Leslie Thompson agreement the Western Boundary is again that of Gordon Ransom! For if the ‘Gordon Ransom’ parcel is the western boundary of the “triangular’ plot of the ‘Kenneth White to James White’ parcel purportedly located ‘North’, it would have to share being the North Boundary of the ‘Kenneth White to Leslie Thompson parcel’ and not simply and SOLELY be the western boundary of this parcel, or the boundary being discussed does not run in a SW to NE direction, but rather in a SE to NW direction.<sup>78</sup> This confusion is only compounded by the following.

It must also be noted that this agreement is the FIRST to list actual physical measurements (in feet) as to the length of the boundaries provided in the agreement. (502’, 137’, 501’, then 467’) This may be part of the root cause of the dispute that we are addressing. Again, we must note that Mose, Jack, and Louise (for Lawrence White), pursuant to the stipulated Franklin County Surrogate Court decree, had an undivided equal one-third (1/3) interest in the parcel. There is no indication in the record currently before the Court how Kenneth White singularly, came to these measurements.<sup>79</sup>

At the bottom of the typed June 21<sup>st</sup> 1969 Kenneth White-Leslie Thompson agreement is a hand written note that says “recorded in Tribal Book 3 pg. 248”. Also in the record of the case at bar is what appears to be photo-copied excerpts from a SRMT Record Book. On the top right corner of these copies is the number “247”, and on this page there is hand written, in verbatim, the June 21, 1969 agreement between Kenneth White and Leslie Thompson. This carries over to another page which does not have a number on the top, but does contain the continuation of the hand written in verbatim recitation of the typed June 21<sup>st</sup> 1969 Kenneth White- Leslie Thompson agreement. Creating the greatest difficulties is what appears immediately below this entry, which we now provide:

“ St. Regis Mohawk Indian Reservation  
December 26, 1969

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<sup>78</sup> Alternatively, these descriptions appear to indicate that the Lawrence White estate nearly surrounded this plot as it has two (2) boundaries to the plot, and a road providing another boundary.

<sup>79</sup> It appears the boundaries fit into those contained in Mose’s will.

This indenture made this date above noted by and between Leslie Thompson party of the 1<sup>st</sup> part does hereby sell demise + release all his rights + title to a tract of land, that he had bought from Kenneth White this recorded on our tribe files. Their is no liens against this property. The parties hereby attest their signature to this instrument. This pd. in full.

Leslie Thompson  
Paul O Thompson  
Clerk- Maxwell Garrow" [our empahsis]

Let us begin by noting that this entry appears as the very next entry below the Kenneth White-Leslie Thompson entry. Next, there is NO clear indication as to whom the release is being given to, and although the names of Leslie Thompson and Paul O. Thompson appear on it, it does not appear to be their actual signatures, but perhaps the writing of the person who was entering the information into the Tribal Record Book.<sup>80</sup> Furthermore, with no description of the land, it is difficult to determine if this is or is NOT in fact the same land that Kenneth White had sold to Leslie Thompson.<sup>81</sup>

The next pertinent document is written on SRMT letterhead and is dated August 7, 1981. This appears to be the will of Kenneth White and is signed not only by himself, but also Sub-Chief Allan Jacobs, Chief Solomon Cook, Chief Julius Cook, and witness Beaubian and Cook. In this will, after the payment of funeral expenses, Kenneth White directs that the residue of his estate be given to "my very good friend Leonard V. Garrow". And with respect to "my wife Ruth B. Herne White I give One Dollar,...". The following is listed as the land that is involved:

"This property is situated on the Racquette Point Road, ..., and contains one acre more or less, ..., and is bounded as follows: North By Jim White, East by driveway or Loran Road, South by George White, and West by Leslie Thompson." See Record August 7, 1981 Kenneth White will.

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<sup>80</sup> We must note that on an entry above the June 21<sup>st</sup> 1969 Kenneth White-Leslie Thompson agreement, which is also on pg. 247, is an agreement of May 12, 1965 between James Thompson and Gladys Thompson Gray, the letters LS are circled and appears to be signed by those persons. It is presumed that the circled L.S. is an abbreviation for the Latin term of *Locus sigilli*- *The place of the seal*, or where the seal was to be affixed. See Blacks Law Dictionary 6<sup>th</sup> Ed. Another definition provides "In current practice, a particular sign (e.g. L.S.) or the word 'seal' is made in lieu of an actual seal to attest the execution of the instrument. *Id* under Seal. In the case at bar it can be noted that the August 14, 1967 will of Mose White, actually closes with

His  
Mose X J. White (L S)  
Mark

This would indicate that Mose White did not actually provide his signature but, made an X, which can be attested by himself (The circled LS), and perhaps the witnesses listed on this document (Leaf/Bero) could also attest. This practice was not uncommon for many early SRMT records and continues today for some members and residents of the reservation.

<sup>81</sup> There is nothing in the record to indicate if this was, or could have been, a totally separate parcel. E.g. that listed in Mose White's 1967 will. E.g.: Bounded on West by Abraham Loran, South by Noah Lafrance estate, East by Theodore Lafrance, and North by Racquette Point Road.

Therefore, this will leave the impression that if Kenneth White did in fact have any land remaining of the Mose White estate<sup>82</sup> it did NOT include any which he had sold to Leslie Thompson, as he at this point says his property is bounded on the west by property owned by Leslie Thompson!

On October 10<sup>th</sup>, 1989 Mr. Kenneth White passed away and it would appear that the property followed as his will indicated, going to Leonard Garrow. The next set of documents to consider date from April 12, 1991, June 7, 1990, and May 23, 1991. The oldest of these documents is in fact a receipt given by Donaldson Funeral Home, and is acknowledgment of receiving \$ 2,233.50 from James White for "Funeral Expenses of Kenneth R. White Pd. in Full." See Record- Donaldson Receipt June 7, 1990. The next record dated April 12 1991, appears to be a hand written memo from Chief Lincoln White to Carol Herne Tribal Clerk regarding the Estate of Kenneth R White. It provides that "Leonard V. Garrow wants to deed over the property to James D. White. His reason is that James D. White paid the funeral expenses for Kenneth R White (receipt attached)." See Record- April 12 1991 hand written memo. Based upon the foregoing, it is not difficult to see in the record of the case at bar the next document is an SRMT Deed by Leonard Garrow deeding property to James David White. The description for this property is as follows:

"On the NORTH by property owned by James White Lot # 43-B,  
On the EAST by the Loran Road  
On the SOUTH by property owned by George White [*this is crossed out and hand written is James White*]  
On the WEST by property owned by the late Leslie Thompson, Lot #43-A, "  
[our explanatory notes] See Record- May 23, 1991 SRMT Deed

As is evident, this places property owned by Leslie Thompson to the WEST of any parcel still owned by Kenneth White at the time of his passing.

The next document is what appears to be a partially complete undated unsigned SRMT Use and occupancy deed from Jean Thompson Jacobs to Amanda Elsie Thompson. Incomplete is perhaps the best term to use as missing from the document is what appears to be page 2 of the document which would normally include a signatory page.<sup>83</sup> The date is February 1999, but where the specific day would normally be written is blank. Ms. Jean Thompson is the respondent in this case, and Ms. Amanda Thompson is her daughter.<sup>84</sup> For current discussions the property which is the subject of this incomplete SRMT Use and Occupancy deed is described in the following manner:

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<sup>82</sup> Which again, was from the Joseph White and Catherine Peters White estate. Further the total to this point does not add up to 8 acres per the Mose White will.

<sup>83</sup> We reference 'normally' as nearly all SRMT Use and occupancy Deeds which the SRMT Court has come into contact with have been 2 pages in length, with the second page normally containing the signatures of the parties to the Transaction, the Clerks certification, and the SRMT Council signature. Again this document has NONE of those signatures.

<sup>84</sup> Both have appeared here in SRMT Court and verified the same.

“On the East bounded by land owned by Kenneth White and the Jack White Estate, for a distance of Five Hundred Two (502’) feet;  
On the North bounded by James White from a distance of One Hundred Thirty Seven point Zero Seven (137.07’) feet;  
On the West bounded by land owned by Gordon Ransom, for a distance of Five Hundred One (501’) feet;  
On the South bounded by White Road for a distance of Four Hundred Sixty-Seven (467’) feet.” See Record- 1999 incomplete SRMT Deed.

Again, this would be inconsistent with the June 1967 sale of the Mose White ‘Triangular’ shaped parcel, but consistent with the June 1969 sale from Kenneth White to Leslie Thompson, as each could not ‘share’ a western boundary in the configuration provided in these documents. Again, it was in 1969 that for the very first time physical measurements were used.

#### *John Jack White parcels:*

The least amount of records with respect to the case at bar relate to those portions of the parcel which would presumptively be under the control of John ‘Jack’ White. This is not surprising since the case at bar is actually between Audrey Ransom and Jean Jacobs. We note that those portions which do appear with Jack White are clearly associated as stemming from the Joseph & Catherine Peters White parcel.

The earliest indication of any Jack White parcel can be gleaned from Mose White’s will. In that document it provided:

“There is about eight (8) acres with the house. This land is from as follows, on the north by the dike or dirt pile<sup>85</sup>, on the west side by the Lawrence White estate on the east by White road on the south by the Jack White estate and road leading to river [?].”<sup>86</sup>

This leaves the impression that if John ‘Jack’ White was in possession of any parcel it was relatively smaller in comparison to either Mose or Lawrence. Furthermore, the notation by Mose that his parcel was bounded not solely by John ‘Jack’ White, but also by the ‘road leading to the river’ gives the impression that Mose White’s property encircled Jack’s on at least two sides.

The next documentation is from Elizabeth Jacobs White when she sells to George White, on September 24<sup>th</sup>, 1989, a parcel which was “..., part of that property known as the late John “Jack” White property”, and is described in the following manner:

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<sup>85</sup> Attempts to get any information on this ‘dike’ have been futile, but the term ‘dirt pile’ may be in reference to the dredging left by the St. Lawrence Seaway Project.

<sup>86</sup> At this point it is beneficial for the reader to recall that the Franklin County Surrogate Court decree indicated that just over 9.5 acres was taken for the Seaway Project, and if we add the 8 acres that Mose White says he owns, plus whatever was contained in the ‘Lawrence White Estate’, it is clear that the parcel in question in all likelihood exceeded 17.5 acres.

"A parcel of land located on Racquette Point Road, Hogansburg, New York 13655 to be known as Lot # 44-B of the SAINT REGIS INDIAN RESERVATION. (map reference SAINT REGIS INDIAN RESERVATION LAND PLOT MAP) and being bounded:

On the NORTH by the ditch along the property of James White for an unknown distance,

On the EAST by White Road #2 for a distance of three hundred and fifty feet (350')

On the SOUTH by the Ransom Road for a distance of two hundred and twenty-five feet (225')

On the WEST by the late Leslie Thompson, Lot #44-C, for a distance of three hundred and fifty-five feet (355')." See Record- SRMT Use and Occupancy deed of Sept. 24, 1989.

Affixed to the deed are the signatures of the SRMT Council as well as Elizabeth White and George White. *Id.*

On the very same day (September 24, 1989), another deed was also executed which had Elizabeth Jacobs White selling to James White a parcel which was also described as being "... part of that property known as the late John "Jack" White property", and is described in the following manner:

"A parcel of land located on Racquette Point Road, Hogansburg, New York 13655 to be known as Lot # 44-A of the SAINT REGIS INDIAN RESERVATION. (map reference SAINT REGIS INDIAN RESERVATION LAND PLOT MAP) and being bounded:

On the NORTH by the ditch along the property of Kenneth White for a distance of one hundred thirty five feet (135'),

On the EAST by White Road #2 for a distance of three hundred and fifty feet (350')

On the SOUTH by the ditch along the property of George White for an unknown distance,

On the WEST by the late Leslie Thompson, Lot #44-C, for a distance of three hundred and thirty-five feet (335')." See Record- SRMT Use and Occupancy deed of Sept. 24, 1989.

Perhaps the biggest fact here is to note that at this point property owned by Kenneth White is noted as being the Northern Boundary. This would apparently be the parcel that later on would be 'purchased/given' to James White by May 23<sup>rd</sup>, 1991.

It appears that at some point in 1994 the parcel that James White received from Leonard Garrow (being the Kenneth 'Beanie' White parcel) he in-turn sold it to another

Lawrence White. This is only apparent due to the appearance in the record of a document dated March 4, 2005. In this document it notes that

“This document is to formalize a sale of land that was done in 1994, when James D. White sold to Lawrence White, ...., that portion of land owned by James D. White known as the Kenneth White (Beanie) property.” See Record- March 4, 2005 between James D. White and Lawrence White.

The document describes the parcel as being bounded in the following manner:

“On the North: Property owned by James White; Lot #43-B  
On the East: By the Abe Loran Road  
On the South: Property owned by James D. White  
On the West: Property owned by the late Leslie Thompson; Lot #43-A” Id.

It appears that this was the status for only about 11 years, as the next document in the record indicates that the property was going to be deeded to Carolyn White from Lawrence White as part of their ‘divorce/separation’ settlement. See Record- Real Property Dispersal of May 15, 2006. This was followed by a ‘Bill of Sale’ completed in January of 2009. See Record- Bill of Sale An SRMT Use and Occupancy Deed was subsequently issued on February 4 2009.

It appears from the foregoing that a great majority of what became of the John ‘Jack’ White property, which again seems to be a portion of the ‘undivided one-third interest’ of the Joseph & Catherine Peters White estate, came to be dispersed by his surviving wife (since 1960). As noted earlier there is no indication as to how and when this property was placed into Ms. Elizabeth Jacobs/White besides her survivorship.

Based upon the currently best available sources this appears to be the history of the Joseph & Catherine Peters White parcel that is the subject of this land dispute. We will now work through the legal issues presented in this matter.

#### US Federal District Court and Franklin County Surrogate Court Decrees

We return to the Decrees and note that these provide:

“IV. That the above named Mose White, Jack White and Louise White are now her [*Catherine Peters White*] only distributees and heirs entitled to take by descent and inherit the real property hereinbefore described; that **the interest or share of each of said heirs through such inheritance of the real property hereinbefore described is an undivided one-third part thereof**; and that such

right of inheritance has been established herein to the satisfaction of this Court in accordance with the facts which are above recited and pursuant to the statute in such case made and provided." [our note & emphasis added]

As we have also pointed out herein, these decrees contained matters that were stipulated to by the parties and that each of the parties was represented by Counsel. Next, as provided for in the Decree each party (Mose/ Jack/ Louise) had an undivided 1/3 interest in the Joseph & Catherine Peters White parcel. This indicates that the parcel had NOT been divided by and between Mose White, Jack White, or Louise White at the time of the Decree (1959).

Next, under Anglo-American law the foregoing language "the interest or share of each said heirs" contained in the Decree would normally result in the creation of either a 'Tenancy in Common' or a 'Joint Tenancy' over a parcel of property under Anglo-American Law. These terms are defined in Black's Law Dictionary as:

*Joint Tenancy:*

An estate in fee simple, fee tail, for life, for years, or at will, arising by purchase or grant to two or more persons. Joint tenants have one and the same interest, accruing by one and the same conveyance, commencing at one and the same time, and held by one and the same undivided possession. The primary incident of joint tenancy is **survivorship**, by which the entire tenancy on the decease of any joint tenant remains to the survivors, and at length to the last survivor.

Type of ownership of real or personal property by two or more persons in which each owns an undivided interest in the whole and attached to which the right of survivorship. Single estate in property owned by two or more persons under one instrument or act. An estate held by two or more persons jointly, each having an individual interest in the whole and an equal right to its enjoyment during his or her life.

*Tenancy in Common:*

A form of ownership whereby each tenant (i.e. owner) holds an undivided interest in property. Unlike a joint tenancy or a tenancy by the entirety, the interest of a tenant in common does not terminate upon his or her prior death (i.e. **there is no right of survivorship**). Assume, for example, B and C acquire real estate as equal tenants in common, each having furnished one-half of the purchase price. Upon B's prior death, his one-half interest in the property passes to his estate or heirs.

Interest in which there is unity of possession, but separate and distinct titles. The relationship exists where property is held by several distinct titles by unity of possession, and is not an estate but a relation between persons, the only essential being a possessory right, as to which all are entitled to equal use and possession.

See Black's Law Dictionary, 6<sup>th</sup> Edition, for BOTH definitions

The interesting aspect of the current land dispute is that in the December 14<sup>th</sup>, 1959 Surrogate Decree, and amended decree, there is no indication if a tenancy was to be created, or if there was any specification as to which type of tenancy was to be created. An underlying argument could also be made questioning if the Franklin County Surrogate Court had any authority to make such 'Land Tenancy' on the SRMIR.<sup>87</sup> Even if one were to recognize such legal terms the question remains was it to be a 'Joint Tenacy' with a right of survivorship, or a Tenancy in Common which has no right of survivorship. As we will note in this decision, it is clear that each of the parties, their heirs, subsequent purchasers, and even the SRMT, have gone 'back & forth' to taking actions which appear to be consistent with the definition of either tenancy.

For current discussions though, and in light of the foregoing, we will again focus on Mr. Mose White's 1967 Will. It is instructive that in it he leaves to his son and wife "about 8 acres of land"<sup>88</sup>, AND the right to pursue reimbursement from Lawrence White's estate for burial costs. This is instructive in showing that although Mr. Mose White was the last surviving 'heir' he did not appear to claim ownership to the entire Joseph & Catherine Peters White parcel nor did he leave the entirety of that parcel to his heirs.<sup>89</sup> Therefore, this seems to negate the ideal that the parcel was any type of Joint Tenancy with a right of survivorship.

Even more enlightening though, was his instruction with respect to the size of the parcel he leaves to his son and wife. Again we must recall that the only record prior to the 1967 Will is the 1959 Franklin County Surrogate Court Decree. Which, as we noted in this decision, was stipulated to by the parties prior to it's issuance by the Surrogate Court. For in that Decree "each of said heirs through such inheritance of the real property herein before described is an undivided one-third part thereof". There is nothing in the record of the case at bar to indicate that the parcel had in fact been divided by 1967 when Mr. Mose White wrote his will. As we have pointed out, the language used in his Will points to a contrary result wherein Mr. Mose White leaves to his wife and son "about" eight (8) acres and the right to seek reimbursement from Lawrence White's estate. This indicates that Mose White is cognizant of what he believes is his undivided 1/3 part of his Mother's estate and he is also recognizing the right of the 'Lawrence White estate' to its portion of the Catherine Peters White parcel. One of the other "undivided one-third part thereof". Therefore there was no 'right of survivorship' to the whole of the Joseph & Catherine Peters White parcel, and from all appearances, each was entitled to its 'one-third part thereof'.

We can also note that in addition to the foregoing, the language used in the May 8, 1967 sale between Louise Jackson White/Sarah Ransom "(Guardian)" and Gordon and Audrey Ransom of "the late Lawrence White Estate" includes the language:

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<sup>87</sup> This will be discussed in greater detail later.

<sup>88</sup> This appears to be in addition to the other parcel listed in the will that is NOT associated with the current dispute.

<sup>89</sup> Recall that Lawrence White passed away in 1956 and John 'Jack' White in 1960

“Boundaries and measurements shall be added to this instrument”.

This language is entirely consistent with the Mose White will, in that each is clearly recognizing the existence and transfer of a “Lawrence White estate”. In addition, both the will and the sale agreement are close in time and clearly show that as late as 1968 there had been NO clear definition as to an allocation, allotment, or division of the ‘Joseph & Catherine’ parcel among those who had a right to an “undivided one-third part thereof”. See 1959 Franklin County Surrogate Court Decree. It is also clear from the 1967 sale from Sarah Jackson Ransom to Audrey and Gordon Ransom that sale was for the ‘Lawrence White Estate’. Per the stipulated decree, by Mrs. Sarah Jackson Ransom on behalf of her sister Ms. Louise Jackson White, the Lawrence White Estate was a one third part of the Christine Peters White parcel. Furthermore, in light of what transpired (or transpiring) on the SRMIR between 1957 and 1960 this is not that surprising that no allocation/allotment had been made.

Finally, the first indication in the current record of any measurements on/within this parcel is the 1969 sale from Kenneth White to Leslie Thompson. Again, if each ‘heir’ to the Christine Peters White parcel had an ‘undivided’ one-third (1/3) interest, it is uncertain as to how Kenneth White alone could determine that the measurements were consistent with that. Similarly, it appears that the transactions involving Elizabeth Jacobs White appear to follow the same pattern set by Kenneth White. That in lieu of any known measurements, the parties created their own.

It is still clear though that Mose White, Mrs. Louise Jackson/White for Lawrence White, and ‘Jack’ White did NOT share equally in the subsequent payout from the St. Lawrence Seaway Project. As newspaper accounts reported: Mose White received \$ 1,461, Jack White received \$ 1,093, and Sarah Ransom as Committee of the person and property of Louise White received \$ 7,370.25.<sup>90</sup> Although we are mindful that the Court that signed the Surrogate decree was the Franklin County Surrogate Court, and the Federal District Court for the Northern District Court of New York approved the settlement, it is still clear that the amounts are not equal. There also is no information currently available which would explain what is represented by the amounts paid (e.g. improvements, buildings, house[s], crops, river frontage, etc.).

In light of these facts, the question arises as to how Mose White equated his “undivided one-third part thereof” interest into eight (8) acres of land which he could leave to his son and wife? Further, if Mr. Mose White was entitled to 8 acres, which is representative of his 1/3 interest in the Joseph and Catherine Peters White estate, then it would appear to follow that John ‘Jack’ White and Louise Jackson White would be entitled to the same.

For that issue we can note that eight (8) acres of the presumed modern day parcel would NOT total a “third” of the parcel. In fact, eight (8) acres of the currently held

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<sup>90</sup> See, FN 108 Supra

Joseph White & Catherine Peters White parcel<sup>91</sup> would be closer to totaling over ½ of the parcel. Thus, if eight (8) acres is synonymous with 1/3 of the parcel, then the entire parcel had to be “about” 24 acres. In this regard, in order to recognize the current parcel as being “about” that size is to add on and/or recognize the 9.35 acres purportedly taken for the St. Lawrence Seaway Project as still being part of the parcel. In this light, the eight (8) acres left by Mose White in his Will is closer to “about” a “third” of an undivided interest in the Catherine Peters White Estate which he could leave to his wife and son.

#### *Land Taking:*

First we must begin by addressing any factual ‘taking’. The term ‘taking’ has been used in many of the documents noted herein, in particular the 1959 Franklin County Surrogate Court decrees. For current purposes we must look in closer detail at the *Lis Pendens* Notices that were filed throughout 1957.<sup>92</sup> In one such Notice the following appears:

“The Estates to be acquired for said Public uses are as follows:

1. Tract No. B-200: ...subject however, to .....,the fishing rights of the Saint Regis Tribe of Indians
2. Tract No. B-201: ...; reserving, however, to the Saint Regis Tribe of Indians, all right, interest and privilege as may be exercised and enjoyed without interference or abridgment of the easement and rights hereby taken for said public uses.
3. Tracts Nos. B-202 and B-203: ...; reserving, however, to the Saint Regis Tribe of Indians the right and privilege of using said property for a driveway or access road in common with the St. Lawrence Seaway Development Corporation, its representatives, permittees or assigns, provided the exercise of such right and privilege does not interfere with or prevent the user and exercise of the rights described.” See, Record- 1957 *Lis Pendens* Notice<sup>93</sup>

It must be noted that this *Lis Pendens* Notice names the following persons as “defendants”: “James Thompson Jr., White Estate, Abraham Loran, Mitchell Oakes, Mary Bero.”<sup>94</sup> This Notice was followed by an amended Notice that added other

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<sup>91</sup> Held by Gordon and Audrey Ransom, Terri Lee Ransom, Kim and Norman Herne, Jean Jacobs & Amanda Thompson, James White et.al.

<sup>92</sup> We must note again that there was multiple notices served on parties throughout 1957, and each of these coincided with the reports provided in this decision. Simply stated, in every step of the litigation new notices went out. These began with the first headed: “St. Lawrence Seaway Development Corporation vs. 88.57 acres of land, in the St. Regis Indian Reservation,...” signed by Theodore F. Bowes, US Attorney for Plaintiff, can be found at Liber 9, Page 357 of the Franklin County Clerk Records

<sup>93</sup> See January 28 1957 *Lis Pendens* Notice “St. Lawrence Seaway Development Corporation vs. 88.57 Acres of land...” Franklin County Clerk, Liber 9 Page 357

<sup>94</sup> *Id.*

defendants but retained the foregoing language.<sup>95</sup> In another *Lis Pendens* proceeding involving 14.58 acres for an easement, that notice clearly shows that the easement was temporary and "ending 30 June, 1959,"<sup>96</sup> Finally, a notice for a "perpetual and assignable easement" for 8.51 acres, contains the following: "...; reserving, however, to the Saint Regis Indians all right, interest, and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights hereby taken for said public uses."<sup>97</sup>

From the language used in these *Lis Pendens* notices it does not appear that any "takings" may have actually occurred, in fact the language used in the Notices indicate a preservation of rights of the "St. Regis Tribe of Indians".

Next, in cases that have come before the SRMT Court we have cited the SRMT Civil Code which contains in it provisions an "Applicable Law" provision. In our decisions we have walked through the Civil Code's requirement on choosing law to apply to cases filed in SRMT Court, and to make any such selection in the hierarchal fashion provided for in the SRMT Civil Code. See, *White v White* 10-LND-00009, *Cook v Cook* 13-CIV-00006, *Oakes v Oakes* 11-LND-00008. See, SRMT Civil Code Section V Applicable Law. As provided in the code:

#### Section V. Applicable Law

A. Civil disputes over which the Tribal Court has jurisdiction shall be decided by the Court in accordance with and by *applying the following principles of law in the priority and precedence in which the principles of law are first identified below* (higher priority and precedence being accorded those identified earliest in the list, so that in the event of inconsistency or conflict between principles of law, the principle of law identified earlier in the list shall be relied upon as the controlling principle for deciding the dispute):

1. Such portions of the Constitution of the United States and federal law are clearly applicable in Mohawk Indian Country (*with great weight given at all times to principles of the United States Constitution and federal Indian law which recognize Indian sovereignty, self-determination, and self-government*, which render many federal and state laws inapplicable to federal Indian Country, which provide for a federal trust responsibility to Indian tribes, and *which provide rules of legal interpretation favorable to Indian tribes*);

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<sup>95</sup> See February 6 1957 *Lis Pendens* Notice "St. Lawrence Seaway Development Corporation vs. 88.57 Acres of land..." Franklin County Clerk, Liber 9 Page 363, adding Louise Lafrance, Antone Cole, and the St. Regis Tribe as defendants.

<sup>96</sup> See July 18, 1957 *Lis Pendens* Notice "St. Lawrence Seaway Development Corporation vs. 11.58 Acres of land..." Franklin County Clerk, Liber 9 Page 397

<sup>97</sup> See November 14 1957 *Lis Pendens* proceeding "St. Lawrence Seaway Development Corporation vs. 8.51 acres of land...and Mary Lafrance et. al." Liber 9 Page 419.

2. Written Mohawk laws adopted by the recognized governmental system of the Mohawk Tribe;

3. Unwritten Mohawk laws, and written and unwritten Mohawk customs, traditions and practices, whenever such Mohawk laws, customs, traditions or practices are found by the Mohawk Court to be (i) well-established within the Tribe and recognized by Tribal members, (ii) applicable or relevant to the dispute in issue, and (iii) not inconsistent with due process and other rights established under Tribal law;

4. Generally recognized principles of the law of contracts (including quasi- contracts or imperfectly formed invalid contracts), as reflected by the most recent Restatement of Contracts or in such expert treatises as the Court may choose to recognize or as the Court may otherwise determine;

5. Generally recognized principles of the law of torts, as reflected by the most recent Restatement of Torts or in such expert treatises as the Court may choose to recognize or as the Court may otherwise determine;

6. If (but only if) consistent with principles of Tribal sovereignty, self-government, and self-determination, and if (but only if) consistent with principles of law identified earlier in this section, New York State laws on contracts and torts.

B. Principles of New York State law for resolving private civil disputes are not automatically applied in Mohawk Courts. Principles of New York State law for resolving private civil disputes may be applied in Mohawk Courts for the purpose of resolving a private civil dispute over which the Mohawk Court has jurisdiction if (but only if) the Mohawk Court finds: (i) there is no other controlling principle of Mohawk law; (ii) application of the New York State law is consistent with principles of Tribal sovereignty, self-government, and self-determination; and (iii) application of the New York State law is in the overall interest of justice and fairness to the parties.

We can begin by noting that there is no definition provided under the SRMT Civil Code for what is, or is not, considered part of "federal law" or "federal Indian law". Therefore it is difficult for this Court to determine on how to apply those provisions which: "...provide rules of legal interpretation favorable to Indian tribes." and SRMT Civil Code V (A) (1).

With this in mind we must recognize that the 9.35 acres purportedly 'taken' from the Joseph & Catherine Peters White estate is also apart of St. Regis Indian Reservation, and therefore any alleged 'taking' of this land would also result in a diminishment of the territorial integrity of the St. Regis Indian Reservation. In this light, when we review United States Supreme Court cases addressing Tribal Nations and land diminishment we find the following:

"Our precedents in the area [*of diminishment*] have established a fairly clean analytical structure for distinguishing those surplus land acts that diminished reservations from those acts that simply offered non-Indians the opportunity to purchase land within established reservation boundaries. The first and governing principle is that only Congress can divest a reservation of its land and diminish its boundaries. Once a block of land is set aside for an Indian Reservation and no matter what happens to the title of individual plots within the area, the entire block retains its reservation status *until Congress* explicitly indicates otherwise. See *United States v. Celestine* 215 U.S. 278 (1909)" [*our note*], See *Solem v. Bartlett* 465 U.S. 463 (1984).

Therefore, under the SRMT Civil Code we must recognize that not only may we apply federal law, but in more particular we must recognize and apply those principles which give:

"great weight at all times to principles of the United States Constitution and federal Indian law which recognize Indian sovereignty, self-determination, and self government, ..., and which provide rules of legal interpretation favorable to Indian tribes." See SRMT Civil Code Section V (A.) (1.)

In the case at bar we can begin by recognizing that there is perhaps no other Tribal Nation interest that is more fundamental or inherent than that of being able to maintain its boundaries, control access to its territory, for Tribal Nation members to be secure in the use of Tribal Nation territory, and for a Tribal Nation to have adequate land for its members. Therefore, the purported "taking" of 9.35 acres for the St. Lawrence Seaway project clearly would affect the inherent and fundamental interests of the St. Regis Mohawk Indian reservation and its members.

Next, if there was in fact a 'taking' in the strict legal sense the territory of the St. Regis Mohawk Indian reservation would in fact be diminished, or its boundaries would in fact be altered by the 'taking'.<sup>98</sup> In the present case, it does not appear that there was ever an act of Congress either diminishing or altering the boundaries of the St. Regis Indian Reservation. As such, and pursuant to the aforementioned case read in conjunction with and pursuant to the SRMT Civil Code's Applicable Law provision, emphasizing "principles of the United States Constitution and federal Indian law which recognize Indian sovereignty, self-determination, and self government, ..., and which provide rules of legal interpretation favorable to Indian tribes doing so.", we can only recognize that the boundaries of the St. Regis Indian Reservation have remained intact, that there is no diminishment of its lands. Therefore, the lands of the St. Regis Indian Reservation are as they were provided for in the 1796 Seven Nations of Canada Treaty which was in fact ratified by "Congress" in 1797. See US 7 Stat. 55, Proclamation January 31, 1797.

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<sup>98</sup> It can be noted that the "taking" that we are discussing with respect to this case is 9.35 acres, newspaper accounts report that 88 total acres was in fact taken from the St. Regis Indian Reservation for the St. Lawrence Seaway project.

Next, as we have noted Mr. Mose White initiated a proceeding in Franklin County Surrogate Court with respect to his mother's estate, Ms. Catherine Peters White. This is noteworthy as it appears this proceeding was initiated pursuant to a law that had only been passed some nine (9) years earlier, 25 USC § 233.<sup>99</sup> Although very often referred to as a 'civil jurisdiction granting statute' from the Federal Government to New York State, the actual introductory language of the law reads as follows:

" The courts of the State of New York under the laws of such State shall have jurisdiction in civil actions and proceedings between Indians or between one or more Indians and any other person or persons to the same extent as the courts of the State shall have jurisdiction in other civil actions and proceedings, ..." See 25 USC § 233<sup>100</sup>

As drafted, this language appears to be much more akin to a 'choice of forum' statute and not a civil jurisdiction granting statute. In that "The Courts" of the state "shall have jurisdiction" over the Tribal Nations, and there is no mention of any State Regulatory body having civil jurisdiction (e.g. NYPA).<sup>101</sup> Furthermore, the language used in 25 USC § 233 is more limited when contrasted with language used by Congress in other Tribal Nation/State jurisdiction granting statutes, e.g. PL 280. In fact, in reviewing some historical material associated with this law it appears that the intention of this act was to 'open' up the NY Courts for "Indians" who are reservation residents.<sup>102</sup>

For current discussions though, most noteworthy is another clause that appears later in 25 USC § 233:

"...*And provided further*, That nothing herein contained shall be construed as authorizing the alienation from any Indian nation, tribe, or band of Indians of any lands within any Indian reservation in the State of New York." *Id.*

Therefore, although Mose White (an "Indian"/ SRMT member) could initiate an action in Franklin County Surrogate Court<sup>103</sup>, it does not appear that Court would have the authority to make any decisions regarding the SRMIR land. Even under the very federal law that permitted the action to be commenced in that Court.

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<sup>99</sup> This law was in response to the *U.S. v. Forness* 37 F.Supp. 337 (2d Circ. 1939) which found that New York State laws did NOT apply on/in an Indian reservation. In response New York formed a Joint Legislative Indian Affairs Committee and began lobbying to have a Federal Law passed for Criminal and Civil Jurisdiction. The culmination of which was the passage of 25 USC §§ 232,233.

<sup>100</sup> See also "The Jurisdictional Relationship between the Iroquois and New York State: An Analysis of 25 USC§232,233" Robert Porter, 27 Harv. J. on Legisl 497.

<sup>101</sup> NYPA is after all an entity created by New York State Law, which is most often described as a Public Authority, its Board and Chairman are selected by the Governor with approval by the NYS legislature, and each has a set term.

<sup>102</sup> See New York Joint Legislative Committee on Indian Affairs, Reports/Hearings 1942-1964, and Porter article on 25 USC § 232,233.

<sup>103</sup> Which is one of "The courts of the State of New York." Under 25 USC § 233

Furthermore, when Congress had the opportunity to 'diminish' the lands of the St. Regis Indian Reservation (1947/1950) it did not do so. In fact, the language used in 25 USC 232 clearly prohibits such a reading. And pursuant to the SRMT Civil Code, we cannot give it any such reading.

Giving each of the *Lis Pendens* Notices a fair reading, as well as a reading consistent with the directives provided to the SRMT Court in the SRMT Civil Code, in addition to the cited US Supreme Court case law, the inescapable conclusion is that there was in fact NO diminishment and/or taking of SRMT lands associated with the St. Lawrence Seaway project. In fact, the language used in the *Lis Pendens* Notices clearly shows a preservation of St. Regis Indians "right, interest, and privilege" to the land[s] in question. This is entirely consistent with the principle that: "Once a block of land is set aside for an Indian Reservation and no matter what happens to the title of individual plots within the area, the entire block retains its reservation status *until Congress* explicitly indicates otherwise." *See Solem v. Bartlett* 465 U.S. 463 (1984), *Supra*. As such, we hold that those lands are still apart of the St. Regis Indian Reservation.

Next, and just as important for the case at bar, is to recognize that as we acknowledge no diminishment of the lands making up the St. Regis Indian reservation, then those customary and historical holding of SRMIR lands by SRMT members and residents also remains in tact.

As we recognized in our first decisions under the SRMT Land Dispute Resolution Ordinance (LDRO) there is, and has been for some time, a customary and traditional manner in which lands are allotted and held by SRMT members of those lands provided in the 1796 Seven Nations of Canada Treaty. Or in more particular, lands for: "... the use of the Indians of the village of St. Regis, ..." *See Seven Nations of Canada Treaty* 7 Stat. 55. As we have noted in our cases this custom and historical use in all likelihood came with those persons who emigrated to St. Regis' from its 'sister' community of Caughnawaga/ Kahnawake. *See White v. White* 10-LND-00009, *Point v Peters* 10-LND-00005.

The land use practices that made up this custom included the right to settle on certain portions, to clear those portions, to then be considered as owning, possessing and using those portions, to have the same recognized by other St. Regis Indians, and to have the freedom to structure exchanges, sales, and inheritances of those portions that have gone through this history. *Id.* In fact, we have recognized in our early land dispute decisions that SRMT members have the freedom to structure exchanges however they see fit, for that appears to be the custom and "use" by "the Indians of the village of St. Regis". *Id.* Most importantly, and included in this custom is the prohibition of any sale to non-St. Regis Indians. *See White, Peters, supra.*

Therefore, if the lands of the St. Regis Indian Reservation remain in tact, meaning there is no alteration of its boundaries or diminishment of its size, then the custom of land allocation by "those Indians of the village of St. Regis" as we have recognized in our cases also remains intact. Thus, the geographical boundaries of the Joseph & Catherine

Peters White plot remains intact, irrespective of the size of the 'pile of mud' placed on top of it due to the dredging for the St. Lawrence Seaway Project. Even if that dumping was "...deposited as close as possible to points of excavation or the haul will cause inordinate increase in the cost of the work." See NYPA document cited herein

*Size of the Joseph and Catherine Peters White Parcel:*

The next matter to be resolved is to, as best as possible, obtain an accurate idea of the size (acreage) of the land parcel when Joseph White and Catherine Peters White were in possession of it (c. 1950). For that we return to the record of this case.

To begin let us reiterate that in Mr. Mose White's Will, he states that his "land" is "about 8 acres in size". This eight (8) acre portion is then carried over into that which his son Kenneth White came into sole possession of after having apparently paid Mose White's wife Louise. Mr. Kenneth White then 'sold' a portion of this land to Leslie Thompson, and James White, in separate transactions. It is a section of this "about 8 acres" parcel which the respondent in the case at bar, Ms. Jean Jacobs, has possession of. We can note in successive transactions of this plot that it's western boundary is consistently described as being either the 'Lawrence White Estate' or the 'Gordon Ransom' parcel. With this parcel though, we must also note the June 7<sup>th</sup>, 1969 transaction where Kenneth White sold a triangular shaped portion to James White, and this was estimated to be about 1 acre in size, and this is apart Mose's parcel.

Next, the 2009 SRMT Use and Occupancy Deed issued to Gordon and Audrey Ransom lists the current size of their parcel as being "about 5.9 acres". We should further note in this regard that there was prior transaction[s] regarding this portion of the parcel, in that Gerald and Michelle Ransom (who is the son of Gordon and Audrey) received .70 acres. There is also another portion of this parcel which appears to have been sold to Norman & Kim Ransom which is approximately .70 acres. This would be the same parcel that was listed as being to the West of the Mose White/Kenneth White/Leslie Thompson, Jean Jacobs/James White parcel. Therefore, we can add this to the estimated Joseph and Catherine Peters White parcel size. (5.9 acres + .70 acres + .70 acres = 7.3 acres total).

Next, and just as important, is to get an estimate of the acreage that was in the possession of John 'Jack' White. In this regard we can note the acreage was at one time listed as being approximately 2.93 acres (which was subsequently divided up into smaller parcels). See, Use and Occupancy Deed Lot #44-A September 24, 1989, Use and Occupancy Deed Lot #44-B September 24, 1989.

We can also note that in selling the aforementioned approximately 3.2 acre parcel to Leslie Thompson, Kenneth White included this description: "on the east side by the Kenneth White and Jack White estate for a distance of 502 feet, on the north by James White for 137 feet and seven inches, on the west by Gordon Ransom for 501 feet, on the south by white road for 467 feet." The approximate total of these two parcels of property

would total 6.13 acres. ( $2.93 + 3.2 = 6.13$ ) Adding in the 1 acre purchase by James White from Kenneth White in 1969 brings this total to 7.13. ( $2.93 + 3.2 + 1 = 7.13$ )

Next we must add in the approximately 1 acre parcel that was sold to James White by Leonard Garrow (on behalf of Kenneth White) and the total acreage can be changed to 8.13 acres. ( $7.13 + 1 = 8.13$ ) And finally we must add to the estimated size the Lawrence White property purchased by Gordon and Audrey Ransom to this ( $8.13 + 7.3 = 15.43$ ). At this point the original size of the Joseph White and Catherine Peters White estate would appear to be an estimated 15.43 acres. ( $8.13 + 7.3 = 15.43$ )

First, we must note that there could potentially be some error in making this calculation as some portion of it should not be included this calculation. This would be the river front portion of the Gordon and Audrey Ransom parcel.<sup>104</sup> From all indications this portion did not exist prior to the Seaway Project. From all indications this was added by the Seaway Project as a 'landing' area whereby river dredging could be unloaded for eventual dumping in the Racquette Area. Including dumping on 9.35 acres of the Joseph White and Christine Peters White parcel. Therefore we can deduct this portion as it did not exist in c. 1950, but came into existence by 1960. ( $15.43 - \text{IGR river front}$ )

Based upon the foregoing one could presume that the Joseph/Catherine Peters White parcel was about an estimated +/-15 acres in size.<sup>105</sup> This 'presumption' is erroneous though, for it does not include that portion of the parcel which was purportedly 'taken' for the St. Lawrence Seaway project. In that light, and in reviewing the 1959 Franklin County Surrogate Court<sup>106</sup> Decree, we can observe that:

**"c. Mose White, Jack White and Louise White, by Sarah Ransom her committee, are to receive one-third of any or all monies to be awarded to this estate for the taking of the land which comprises 9.35 acres."<sup>107</sup>**

Therefore, in order to determine the proper estimated acreage of the Joseph & Catherine Peters White parcel it is necessary to ADD 9.35 acres to that which is apportioned to, and currently held by, various persons today of the original 1950 Joseph & Catharine Peters White parcel (e.g. Gordon and Audrey Ransom, Jean Jacobs, James White, et. al.). Thus, 15+/- acres (present apportionment) plus [+] 9.35 acres, results in a parcel of an estimated +/- 24 acres which was owned by Joseph and Catherine Peters White in and around 1950!

We raise this issue to shed light on a couple of issues which present themselves in the 1959 Franklin County Surrogate Court Decrees, for those Decrees also stated that:

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<sup>104</sup> This again would be the Lawrence White estate which was a part of the Joseph White and Catherine Peters White parcel.

<sup>105</sup> This would be: 8 acres for Mose White + 7.3 acres for Lawrence White + 1 acre the Mose White to James White + 2.93 acres for John 'Jack' White

<sup>106</sup> It could be further noted that this proceeding was initiated just 9 years after New York acquired some civil jurisdiction on Indian Reservations within the State. This statute, often assumed to be a jurisdiction 'granting' statute, is more akin to a choice of forum statute by its terms. See 25 USC § 233...

<sup>107</sup> The "estate" would be that of Catherine Peters White who survived Mr. Joseph White.

"IV. That the above named Mose White, Jack White and Louise White are now her [*Catherine Peters White*] only distributees and heirs entitled to take by descent and inherit the real property hereinbefore described; that the interest or share of each of said heirs through such inheritance of the real property hereinbefore described is an undivided one-third part thereof; and that such right of inheritance has been established herein to the satisfaction of this Court in accordance with the facts which are above recited and pursuant to the statute in such case made and provided." [our note & emphasis added]

As we have also pointed out herein, these decrees contained matters that were stipulated to by the parties and that each of the parties was represented by Counsel. Next, as provided for in the Decree each party (Mose/Jack/Louise) had an undivided 1/3 interest in the Catherine Peters White parcel. This indicates that the parcel, again estimated at +/- 24 acres, had NOT been divided by and between Mose White, Jack White, or Louise White at the time of the Decree (1959).

Next, eight (8) acres [which Mose White identifies in his will] of the presumed modern day parcel would NOT total a "third" of the parcel. In fact, eight (8) acres of the currently held 'presumed parcel size' would be closer to totaling over 1/2 of the presumed parcel (+/- 15 acres). Conversely, if eight (8) acres is synonymous with 1/3 of the parcel, then the entire parcel had to be "about" 24 acres. This is consistent with our estimation of the parcel size. Again, the only way in which to recognize the current parcel as being "about" that size is to add on and/or recognize the 9.35 acres purportedly taken for the St. Lawrence Seaway Project as still being part of the parcel. Which in this decision we have recognized the 9.35 acres as still being part of this parcel.

If Mr. Mose White was entitled to 8 acres, which is representative of his 1/3 interest in the Catherine Peters White estate, then it would appear to follow that John 'Jack' White and Louise Jackson White would be entitled to the same.

Nonetheless, in subsequent years (post 1967) it is clear that the SRMT has engaged in actions which at a minimum recognize and affirm the rights of subsequent SRMT members to lands which were part of the Catherine Peters White parcel. See sale to Gordon and Audrey Ransom, Sale to Leslie Thompson, sale to James White, will transfer to Leonard Garrow to Jim White, Deeds executed by Elizabeth Jacobs White. These actions show that there was NO Joint Tenancy with a right of survivorship or a Tenancy in Common as no approvals from the original 'joint tenants' are contained on these transactions.

Based upon the current record before it and the prior discussion, the Court reiterates that prior to 1950 the Catherine Peters White property was not in dispute, nor had it been 'divided up'. However, following the passing of Ms. Peters White, there appears to have been a certain amount of disarray associated with this estate which has carried on for over sixty (60) years. The entirety of this confusion does not solely rest

with the heirs of Catherine Peters White, as the Court has shown through its own research into this property.

Surrogate Court proceedings in Franklin County Court, and disputes involving the St. Lawrence Seaway Development Project and its subsequent federal court proceedings, have contributed greatly to the dispute over this land that continues to this day. The discovery of various actions which have contributed to the conflict over this property by the Court has brought us to this point in attempting to reach a resolution to the matter at bar.

*Analysis:*

We can begin by noting that there does not appear to be any actual physical measurements (meaning foot/feet of measure) were used on this parcel until 1969 when Kenneth White sold to Leslie Thompson. As we have clearly highlighted in this decision, if each of the lawful heirs to the Catherine Peters White parcel had an undivided 1/3 interest, then it would have, or more correctly should have, followed that their consent been given regarding the measurements made by Kenneth White in his sale to Leslie Thompson.<sup>108</sup> It is noteworthy that in a land sale just two (2) weeks prior to the 'Leslie Thompson' sale there was NO measurements provided by Kenneth White in that sale.<sup>109</sup> Likewise, through various transactions since 1969 opportunities have been afforded to provide these measurements (e.g. recording of Gordon and Audrey Ransom purchase, Sales by Kenneth White to James White, deeds executed by Elizabeth Jacobs, etc.), but this did not happen. What appears to have happened is that when Kenneth White (in the sale to Leslie Thompson) did provide measurements, there has been an instinctual 'grabbing unto' these measurements and carrying them forward even though they have no real consensual basis. Meaning, there does not appear to have been any approval by the other persons<sup>110</sup> who had an equal right to a 1/3<sup>rd</sup> part of the Catherine Peters White parcel. This has clearly played a role in the perpetual turmoil that the Catherine Peters White parcel is under.

The role that the St. Lawrence Seaway has had on this parcel also cannot be minimized. Although there may have been a payment for the placing of dredged river material on 9.35 acres of this parcel. It does not appear, and as we have found in this decision, that the 9.35 acres was actually taken. By "taken" we mean that the land ceased being a part of the St. Regis Mohawk Indian Reservation, and that these 9.35 acres ceased being part of the Catherine Peters White parcel/estate. It is therefore instructive that the sole remaining heir of Catherine Peters White, Mose White, left "about 8 acres" to his heirs under his will. As Mr. Mose White was involved in many of the proceedings involving this parcel (e.g. the Federal litigation, Franklin County Surrogate Court proceedings, rental agreement with a Seaway Project Company) it is fairly certain he

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<sup>108</sup> It must be further noted that when Kenneth White inserted these measurements there was no longer any heirs of Catherine Peters White. Lawrence White passed away in 1956-Louise Jackson White-Gordon and Audrey Ransom. Mose White passed away in 1968-Kenneth and Louise White-Kenneth White. Jack White passed away in 1960-Elizabeth Jacobs White-10 Children.

<sup>109</sup> See June 7, 1969 Kenneth White to James White

<sup>110</sup> Inclusive of heirs and subsequent purchasers

would be aware of the size of the parcel, and his rights to it. The only way in which to 'recognize' his "about 8 acres" as being 1/3 of the Catherine Peters White parcel is to recognize the parcel as being "about" 24 acres in size, and the only way to achieve that total is to recognize that the 9.35 acres used by the Seaway project as still being a part of the Catherine Peters White parcel.

Next, we can address the assertion made by the complainants, Mr. Gordon Ransom and Ms. Audrey Ransom, that they own 'from the river to the road'. When the Complainant's purchased from Ms. Sarah Ransom, on behalf of Ms. Louise White, they could only purchase an undivided one-third (1/3) interest in the estate of Catherine Peters White.

This is based upon documentation the Court found regarding a surrogate court proceeding in Franklin County concerning the estate of Ms. Catherine Peters White.<sup>111</sup> Upon an examination of the Surrogate Court documents, the Court has found that the decree, and subsequent amended decree issued by the Franklin County Surrogate Court, clearly defines that the heirs of the Catherine Peters White estate were Mose White, John 'Jack' White, and Sarah Ransom Committee of Louise White, surviving wife of Lawrence White. The decree issued by the Court also clearly states that these three individuals were to have an equal interest in the estate of Catherine Peters White. Although the action of the County Surrogate Court deciding land matters on the St. Regis Indian Reservation could be questioned, this is tempered by a review of the Surrogate Court Documents. Such a review clearly show that the three (3) potential heirs of the Catherine Peters White estate all stipulated to certain matters before that Court, and that all of the parties (including Sarah Ransom as Committee of Louise Jackson White [wife of Lawrence White]) were represented by legal counsel when these stipulations were made. Therefore, it was by agreement that each had a right to 1/3<sup>rd</sup> of the parcel. As such, the complainant's in this matter would only be entitled to one-third (1/3) of the Catherine Peters White parcel property. This would be what was 'inherited' by Ms. Louise White (from Lawrence White). And it was from Sarah Ransom as Committee of Louise Jackson White, that the complainants purchased the "Lawrence White estate" which was equal to a 1/3<sup>rd</sup> interest in the Catherine Peters White estate. As such, and based upon our estimation of the Catherine Peters White parcel, from the 'river to the road' cannot be permitted as it would be in excess of 1/3<sup>rd</sup> of the Catherine Peters White parcel.

Next, it is clear that the complainants have ownership as to 1/3<sup>rd</sup> of the Catherine Peters White parcel. The dominate issue needing resolution is measurement and location of this '1/3<sup>rd</sup> interest'. This though is muddled by other factors. The first is the June 7, 1969 sale from Kenneth White to James White of a "1 acre" "triangular" shaped parcel that clearly lists that it is bounded "on the west by Gordon Ransom". This is problematic when read in conjunction with the sale of land from Kenneth White to Leslie Thompson on June 21, 1969. For it is here that the boundaries are listed as "On the north by James White for a distance of 137 feet seven inches, On the West by Gordon Ransom for a distance of 501 feet to the White Road". It is in this sale that Gordon Ransom should

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<sup>111</sup> See, Surrogate Court Decree and Amended Decree December 14, 1959.

presumptively be a portion of the Northern boundary to Leslie Thompson because he IS listed as the western boundary in the June 7, 1969 sale to James White. Instead, the complainant Gordon Ransom is listed as being on the Western boundary again. There is no way to reconcile this inconsistency. These make it impossible to place and size the complainants parcel. It must be noted that this appears to have been the issue for some time, as the complainants original 1967 purchase documentation noted that "Boundaries and measurements shall be added to this instrument".

Finally, as we have pointed out in this decision what needs to be exempted from the complainants 1/3<sup>rd</sup> interest in the Catherine Peters White parcel is the current river frontage. This is because that 'parcel' did not exist until completion of the St. Lawrence Seaway and therefore could not be part of the Catherine Peters White parcel.<sup>112</sup> So when calculating the complainants 1/3<sup>rd</sup> interest in the Catherine Peters White parcel it is necessary to subtract this portion.

With respect to the Respondents, Ms. Jean Jacobs and her daughter Amanda, we can begin by noting that unlike the complainants (Mr. Gordon Ransom, and Ms. Audrey Oakes Ransom) the respondents do NOT have a 1/3<sup>rd</sup> interest of the Catherine Peters White parcel. It appears that the parcel they possess came from Mr. Kenneth White who sold to Leslie Thompson.<sup>113</sup> It would not be until a 2009 SRMT decision that recognition of the respondents rights to this parcel is acknowledged.

It appears that Kenneth White, without the apparent approval of other persons who possessed an equal interest in the Catherine Peters White parcel, began selling land which is presumptively a part of that parcel. First was a transaction with James White for about '1 acre' and then the sale to Leslie Thompson on June 21 1969. It is this sale that included the following:

"On the East bounded by land owned by Kenneth White and the Jack White Estate, for a distance of Five Hundred Two (502') feet;  
On the North bounded by James White for a distance of One Hundred Thirty Seven point Zero Seven (137.07') feet;  
On the West bounded by land owned by Gordon Ransom, for a distance of Five Hundred One (501') feet;  
On the South bounded by White Road for a distance of Four Hundred Sixty-Seven (467') feet." *See*, Purchase Agreement June 21, 1969.

As the Court has already provided, absent from the record before us is any agreement as to the measurements and boundaries of the original Catherine Peters White

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<sup>112</sup> Furthermore, although we do not include it as part of the Catherine Peters White parcel we still find that it is rightfully the complainants property. This is through the 'custom' that we have described and recognized in our decisions. This custom can be more than simply clearing a parcel as it can also be coupled with use and occupancy of a parcel, which the complainants have apparently done. In addition, as we have also recognized in our decisions, this customary use by the complainants has occurred long enough so that it is recognized by other SRMT members and residents, and the SRMT itself. See 2009 SRMT Use & Occupancy Deed.

<sup>113</sup> There is no transaction in the record showing a Leslie Thompson to Jean Jacobs Transaction

estate. Likewise, the 'laying out' of this parcel with measurements also does not appear to have been done with the consent or approval of those who had an equal interest in the Catherine Peters White parcel. By this time those persons would be the complainants who purchased the "Lawrence White estate" in 1967 and potentially the lawful heirs of John 'Jack' White.<sup>114</sup> Therefore, the 'laying out' of this parcel could be inaccurate or possibly invalid. This would be particularly true for the other persons who had a 1/3<sup>rd</sup> interest in the Catherine Peters White parcel, and based upon the record before us, these persons had NOT had the opportunity at this point (1969) to layout their own measurements and boundaries identifying their 1/3<sup>rd</sup> interest in the Catherine Peters White parcel.

For the sake of clarity we must add that although the Court has identified the issues with respect to the measurements provided, the Court still recognize that Kenneth White was within his authority to sell this parcel of property to Leslie Thompson. It is clear that once Kenneth White came into possession of his father's estate (Mose White), which would be a one-third (1/3) interest in the estate of Catherine Peters White, he would be free to make whatever transactions he wanted to pursue. Including the sale to Leslie Thompson.

Further muddling these issues for the respondent[s] is the December 26, 1969 SRMT record involving Leslie Thompson, Paul Thompson, Maxwell Garrow, and naming Kenneth White. If the respondent[s] parcel is the same described in this record, it would appear that further notices by the respondent[s] should be made prior to the SRMT Court rendering any final and 'non-appealable' decision. This is then 'muddled' even further by the fact that there is nothing in the record before the Court of a transaction between Leslie Thompson and Jean Jacobs regarding this parcel of land in which official title and ownership is passed from Mr. Thompson to Ms. Jean Jacobs. This essentially leaves the impression that this parcel of property could still be owned by Leslie Thompson, not Jean Jacobs.

This should not be read to imply that the respondents have no right to the parcel being discussed. As is clear there was the 2009 decision by the SRMT which the complainants are appealing and there is also numerous other transactions which list Leslie Thompson as a boundary. *See*, September 24 Use and Occupancy Deed Lot #44-A, *See*, September 24 Use and Occupancy Deed Lot #44-B. These tend to show that this parcel was recognized as being Leslie Thompson's by other persons in the area. Next, it appears that the total acreage from the measurements of the 1969 Kenneth White/Leslie Thompson sale would be about 3.2 acres. Therefore, it is far more important to see that this acreage is provided for rather than to simply rely upon what may be erroneously placed measurements or measurements lacking any apparent approval by other persons having an equal interest in the Catherine Peters White parcel. This is particularly true in light of the aforementioned boundary discussion involving this transaction, the James White transaction, and the listing of the 'Lawrence White estate' or 'Gordon Ransom' as a boundary.

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<sup>114</sup> This would be due to the death of John 'Jack' White in 1960

Finally, for both parties the Court can ascertain from the record before it that there may have been multiple surveys of the original and subsequent parcels. The fact of a survey is not of great assistance to the Court in the case at bar as every surveyor is limited by 'what is placed in their hands' for the laying out of parcels. In the current case we have provided the reasons why this may be suspect (e.g. the effects of the Seaway, single person defining the measurements).

Based upon the foregoing the Court acknowledges that Gordon and Audrey Ransom's right to an undivided one-third (1/3) interest of the original estate of Catherine Peters White (from Lawrence White, to Louise Jackson White, permitted by her Committee, Ms. Sarah Ransom) estate. The Court will not recognize that this interest is represented in a parcel commencing "from the river" and going "to the road".

Prior to determining any acreage boundaries for the Respondent, Ms. Jean Jacobs and her daughter Amanda, the Court must require the respondent to make appropriate public notices of the issues involved with this parcel to determine if in fact there is other interested persons. If there is none, the Court can then hear from the parties where the boundary markers for this parcel should be placed consistent with this decision.

Further, the Court also recognizes that another potential interested party in this matter is the heirs to, or subsequent purchasers from, Mr. John 'Jack' White. While the Court recognizes that none of the heirs of John 'Jack' White are parties to the matter at bar, not acknowledging that the heirs of John 'Jack' White may in the future wish to establish their claim to an undivided one-third (1/3) could be seen as myopic. The Court still must note that based upon our finding that the original Catherine Peters White estate was comprised of an estimated 24 acres, it is clear that this could potentially lead to the heirs of Jack White claiming 8 acres of the original estate. Again, this is because there was clearly established a right for the three (3) named heirs of Catherine Peters White (Mose White, John 'Jack' White, Sarah Ransom as committee of Louise White surviving spouse of Lawrence White) to 1/3 of the property the estate contained.

Finally, the Court will give an opportunity to the parties to provide evidence as to the approximate location, size, and dimensions of the Catherine Peters White parcel so that the parties can be placed in possession of the appropriate portions thereof.

*Wherefore*, the SRMT Court will schedule a status conference in this matter so that scheduling and other matters can be set, and this status conference will be held on the 16<sup>th</sup> day of July, 2014. Further, in light of the many issues involved in this case the SRMT Court attaches the following material to be made a part of this decision:

Document 1 Lis Pendens January 28, 1957

Document 2 Lis Pendens February 6, 1957

Document 3 Lis Pendens July 18, 1957

Document 4 Lis Pendens November 6, 1957.

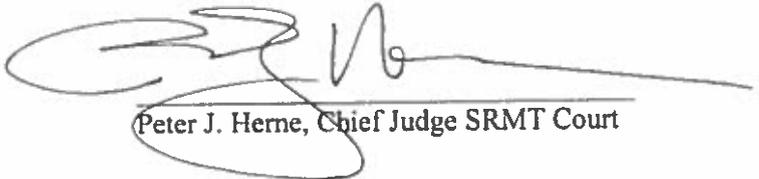
Document 5 Rental Agreement Mose White and S.J. Groves April 23, 1957

Document 6 Committee Petition January 22, 1957

Document 7 Franklin County Surrogate Court Decree December 14, 1959

Document 8 Franklin County Surrogate Court Amended Decree December 14, 1959

Signed by my hand this 17th day of June, 2014.



Peter J. Heme, Chief Judge SRMT Court

UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF NEW YORK

1957 9 PAGE 113

ST. LAWRENCE SEAWAY DEVELOPMENT CORPORATION,

Plaintiff

CIVIL No. 6402

VS

38.57 ACRES OF LAND, MORE OR LESS,  
IN THE ST. REGIS INDIAN RESERVATION,  
TOWN OF BOMTAY, COUNTY OF FRANKLIN,  
STATE OF NEW YORK, AND THE ST. REGIS  
TRIBE, et al,

THE FEMININE

Defendants

PLEASE TAKE NOTICE that an action has been commenced and is now pending in the United States District Court for the Northern District of New York, for the purpose of acquiring for the St. Lawrence Seaway Development Corporation the estates as hereinafter more particularly set out in Schedule "B" attached hereto in and to the lands more particularly hereinafter described in Schedule "A" attached hereto and made a part hereof.

TO: Clerk, U.S. District Court, Utica, New York  
Clerk, Franklin County, Malone, New York

PLEASE INDEX the foregoing Notice of Pendency of action against the following defendants:

James Thompson, Jr.	-	5	Boquette Point, Bomtay, N. Y.
White Estate	-	"	" " " "
Abraham Loren	-	"	" " " "
Mitchell Oakes	-	"	" " " "
Mary Rero	-	"	" " " "
The People of the State of New York	-		The Capitol, Albany, N. Y.
Town of Bomtay	-		Bomtay, N. Y.
County of Franklin	-		Malone, N. Y.

Dated this 28th day of January, 1957.

UNITED STATES OF AMERICA

BY: Theodore F. Howes  
UNITED STATES ATTORNEY in and for the  
Northern District of New York  
Attorney for Plaintiff  
Office and P. O. Address  
205 Federal Building  
Syracuse 1, New York

SCHEDULE "A"

1984

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TRACT E-200

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. E-200, situate in the St. Regis Indian Reservation, Town of Lombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point within the property of Saint Regis Tribe of Indians, said point being S. 41° 33' 51" E, 1965.22 feet more or less distant from International Boundary Commission Monument number five (5), and N. 80° 10' 13" W, 1591.26 feet more or less distant from International Boundary Commission Monument "Notit"; thence S. 48° 25' 13" W, 2677.31 feet more or less distant through the said property to a point on the Saint Lawrence River; thence down along said river as it winds and turns 1005.00 feet more or less distant to a point; thence S. 73° 58' 51" W, 613.62 feet more or less, through the property of the Saint Regis Tribe of Indians, to the point of beginning, being 36.53 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of 00° 16' 24" West of true Meridian at 74° 20' West Longitude.

TRACT E-201

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. E-201, situate in the St. Regis Indian Reservation, Town of Lombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point within the property of the Saint Regis Tribe of Indians; said point being S. 41° 33' 51" E, 1965.22 feet more or less, distant from International Boundary Commission Monument number five (5), and N. 80° 10' 13" W, 1591.26 feet, more or less, distant from International Boundary Commission Monument "Notit"; thence N. 73° 58' 51" E, 613.62 feet more or less, distant through said property to a point on the Saint Lawrence River; thence down along said river as it winds and turns 135.00 feet more or less, distant to a point; thence southwestally, westerly, southerly, southeastly, and northwestly through the property of the Saint Regis Tribe of Indians the following five (5) courses and distances: S. 49° 19' 08" W, 1520.08 feet more or less; S. 82° 33' 21" W, 306.61 feet more or less; S. 05° 18' 06" E, 208.15 feet more or less; S. 49° 19' 08" W, 1919.62 feet more or less; and N. 40° 10' 52" W, 110.00 feet more or less distant to a point on the Saint Lawrence River; thence down along said river as it winds and turns 160.00 feet more or less distant to a point; thence N. 48° 26' 13" E, 2677.31 feet more or less, through the property of the Saint Regis Tribe of Indians to the point of beginning, containing 49.59 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State Easterly projection, which at this location has a declination of 00° 16' 24" West of true Meridian at 74° 20' West Longitude.

TRACT E-202

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. E-202, situate in the St. Regis Indian Reservation, Town of Lombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the northerly boundary of the existing Point Road, said point being S. 06° 11' 38" E. 3871.03 feet more or less distant from International Boundary Commission Monument number five (5) and S. 16° 39' 30" W. 3284.44 feet more or less distant from International Boundary Commission Monument "Mott"; thence northerly, northwesterly, north-easterly, southeasterly and southerly through the property of the Saint Regis Tribe of Indian lands the following five (5) courses and distances: N. 05° 12' 13" W. 503.61 feet more or less; N. 33° 42' 15" W. 104.17 feet more or less; N. 47° 19' 08" E. 50.36 feet more or less; S. 33° 42' 13" E. 181.93 feet more or less and S. 05° 12' 13" E. 606.26 feet more or less distant to a point on the northerly boundary of the existing Point Road; thence along said boundary S. 34° 47' 47" W. 50.00 feet more or less distant to the point of beginning, containing 0.89 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State Eastern projection, which at this location has a declination of 00° 14' 24" West of true Meridian at 74° 20' West Longitude.

TRACT B-203

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract B-203, situate in the St. Regis Indian Reservation, Town of Bentley, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the northerly boundary of the existing Point Road, said point being S. 19° 26' 11" E. 3995.30 feet more or less distant from International Boundary Commission monument number five (5) and S. 35° 25' 08" E. 2634.17 feet more or less distant from International Boundary Commission Monument "Mott"; thence northerly, northeasterly, and southerly, through the property of the St. Regis Tribe of Indians, the following three (3) courses and distances: N. 06° 29' 15" W. 1258.12 feet more or less; N. 19° 19' 08" E. 60.25 feet more or less and S. 06° 29' 15" E. 1492.08 feet more or less distant to a point on the northerly boundary of the existing Point Road; thence along said boundary S. 33° 30' 15" W. 50.00 feet more or less distant to the point of beginning, containing 1.58 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State Eastern projection, which at this location has a declination of 00° 14' 24" West of true Meridian at 74° 20' West Longitude.

## Schedule "B"

The Estates to be Acquired for said Public uses are as follows:

1. Tract No. B-200: The fee simple title, subject however, to existing easements for public roads and highways, public utilities, railroads, pipelines and the fishing rights of the Saint Regis Tribe of Indians, such rights to be subordinate to the rights of the St. Lawrence Seaway Development Corporation to construct, operate and maintain the St. Lawrence Seaway Project.
2. Tract No. B-201: A perpetual and assignable easement to be exercised in, on and over the property described for the purpose of constructing, reconstructing and maintaining thereon, a work and spoil bank area for the purpose of depositing and storing excavated and other spoil materials; together with the right of ingress, egress and regress over said property; the right to remove therefrom any and all structures and other improvements, as well as trees, brush, debris and other natural or artificial obstructions; the right to restrict or prohibit the placing of structures or other obstructions in, upon or over such property; and for such purposes maintain and operate on or over said property any and all machinery, tools and other equipment of every type; reserving, however, to the Saint Regis Tribe of Indians, all right, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights hereby taken for said public uses.
3. Tracts Nos. B-202 and B-203: A perpetual and assignable easement to be exercised in, on and over the property described for the purposes of constructing, reconstructing and maintaining thereon access roads and appurtenances thereto, together with the right of ingress, egress, and regress over said property; also the right to remove therefrom any and all structures and other improvements, as well as trees, brush, debris and other natural or artificial obstructions; together with the right to restrict or prohibit the placing of structures or other obstructions in, upon and over such property; and for such purposes maintain and operate on or over said property any and all machinery, tools, and other equipment of any type; reserving, however, to the Saint Regis Tribe of Indians the right and privilege of using said property for a driveway or access road in common with the St. Lawrence Seaway Development Corporation, its representatives, committees or assigns, provided the exercise of such right and privilege does not interfere with or prevent the use and exercise of the right described.

United States of America  
DISTRICT COURT CLERK'S OFFICE  
Northern District of New York

I, ..... G. A. Porter ..... Clerk of the District Court of the United States  
for the Northern District of New York, DO HEREBY CERTIFY that I have compared the annexed  
copy of ..... *AAA Rensselaer, Civil #8142, St. Lawrence Seaway Development Corporation*  
..... *vs 88.57 Acres of Land, etc, County of Franklin, State of New York, and the*  
..... *St. Regis Tribe, et al* .....  
with the original now on file in this office; that the same is a correct transcript therefrom and of the whole  
of said original.

*In Testimony Whereof*, I have caused the seal of the said Court to  
be affixed at the City of Utica, in said District, this ..... 20th  
day of ..... JANUARY ..... A. D. 19 .. 57

*G. A. Porter*, Clerk.

United States District Court

NORTHERN DISTRICT OF NEW YORK

ST. LAWRENCE SEAWAY DEVELOPMENT CORPORATION  
~~PLAINTIFF~~

vs.  
Plaintiff

88.57 ACRES OF LAND, MORE OR LESS, IN THE  
ST. REGIS INDIAN RESERVATION, TOWN OF  
BERRY, COUNTY OF FRANKLIN, STATE OF NEW  
YORK, AND THE ST. REGIS TRIBE, et al.,  
Defendants

COPY

LIS PENSIS

THEODORE F. EDWES  
U. S. Attorney,  
203 Federal Building,  
Syracuse 1, New York.

Orig. filed January 29, 1957  
G. A. Potter, Clerk

STATE OF NEW YORK  
FRANKLIN COUNTY,

Received on the \_\_\_\_\_ day of \_\_\_\_\_

February 10, 1957, at 3:40

o'clock P. M. in Liber 9 of

Books of Records, at page 357

and returned  
George B. Bradburn

UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF NEW YORK

BOOK 9 PAGE 368

ST. LAWRENCE SEAWAY DEVELOPMENT CORPORATION,

Plaintiff

CIVIL NO. 6142

68.57 ACRES OF LAND, MORE OR LESS,  
IN THE ST. REGIS INDIAN RESERVATION,  
TOWN OF BOMBY, COUNTY OF FRANKLIN,  
STATE OF NEW YORK, AND THE ST. REGIS  
TRIBE, et al,

ACQUIRED LIS PENDENS

Defendants

PLEASE TAKE NOTICE that an action has been commenced and is now pending in the United States District Court for the Northern District of New York, for the purpose of acquiring for the St. Lawrence Seaway Development Corporation the estates hereinafter more particularly set out in Schedule "B" attached hereto and in and to the lands more particularly hereinafter described in Schedule "A" attached hereto and made a part hereof.

TO: Clerk, U. S. District Court, Utica, New York  
Clerk, Franklin County, Malone, New York

PLEASE TAKE the foregoing Notice of Pendency of action against the following defendants:

Mary Iero - Tequette Point, Bomby, N. Y.  
Louise LaFrance - " " " "  
Antone Cole - " " " "  
The St. Regis Tribe - St. Regis Indian Reservation,  
Town of Bomby, New York.

Dated this 6th day of February, 1957.

UNITED STATES OF AMERICA

BY: Theodore F. Bowen  
ATTORNEY IN AND FOR THE  
Northern District of New York  
Office and P. O. Address  
206 Federal Building  
Syracuse 1, New York

TRACT B-200

ALL THAT PLACE OR TRACT OF PROPERTY hereinafter designated as Tract No. B-200, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point within the property of Saint Regis Tribe of Indians, said point being N. 41° 33' 51" E, 1965.22 feet more or less distant from International Boundary Commission Monument number five (5), and N. 54° 30' 13" W, 1561.26 feet more or less distant from International Boundary Commission Monument "Kott"; thence S. 48° 26' 13" W, 2677.31 feet more or less distant through the said property to a point on the Saint Lawrence River; thence down along said river as it winds and turns 1005.00 feet more or less distant to a point; thence S. 73° 58' 54" W, 683.62 feet more or less, through the property of the Saint Regis Tribe of Indians, to the point of beginning, being 36.51 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of 60° 16' 24" West of true Meridian at 74° 20' West Longitude.

TRACT B-201

ALL THAT PLACE OR TRACT OF PROPERTY hereinafter designated as Tract No. B-201, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point within the property of the Saint Regis Tribe of Indians; said point being S. 41° 33' 51" E, 1965.22 feet more or less, distant from International Boundary Commission Monument number five (5), and N. 54° 30' 13" W, 1561.26 feet, more or less, distant from International Boundary Commission Monument "Kott"; thence N. 73° 58' 54" E, 683.62 feet more or less, distant through said property to a point on the Saint Lawrence River; thence down along said river as it winds and turns 130.00 feet more or less, distant to a point; thence southwesterly, westerly, southerly, southwesterly, and northwesterly through the property of the Saint Regis Tribe of Indians the following five (5) courses and distances: S. 40° 19' 08" W, 1529.08 feet more or less; S. 82° 23' 21" W, 309.64 feet more or less; S. 09° 18' 06" W, 308.15 feet more or less; S. 10° 19' 08" W, 1049.52 feet more or less; and N. 40° 40' 52" W, 410.00 feet more or less distant to a point on the Saint Lawrence River; thence down along said river as it winds and turns 100.00 feet more or less distant to a point; thence N. 48° 26' 13" E, 2677.31 feet more or less, through the property of the Saint Regis Tribe of Indians to the point of beginning, containing 49.99 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of 60° 16' 24" West of true Meridian at 74° 20' West Longitude.

TRACT B-202

ALL THAT PLACE OR TRACT OF PROPERTY hereinafter designated as Tract No. B-202, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

1887  
Page 101

BEGINNING at a point on the northerly boundary of the existing Point Road, said point being S. 66° 42' 30" E. 3071.03 feet more or less distant from International Boundary Commission Monument number five (5) and S. 24° 28' 30" W. 2281.44 feet more or less distant from International Boundary Commission Monument "No. 4"; thence northerly, north-easterly, north-westerly, southeasterly and northerly through the property of the Saint Regis Tribe of Indian lands the following five (5) courses and distances: N. 05° 14' 13" W. 593.61 feet more or less; N. 42° 52' 13" W. 163.17 feet more or less; N. 45° 19' 08" S. 50.26 feet more or less; S. 35° 52' 14" E. 181.93 feet more or less and S. 05° 12' 12" S. 606.29 feet more or less distant to a point on the northerly boundary of the existing Point Road; thence along said boundary S. 54° 47' 47" W. 50.00 feet more or less distant to the point of beginning, containing 0.89 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State Easterly projection, which at this location has a declination of 00° 16' 24" West of true Meridian at 74° 20' West Longitude.

TRACT R-203

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract R-203, situate in the St. Regis Indian Reservation, Town of Benay, County of Franklin, State of New York, as shown on the accompanying map, and described as follows:

BEGINNING at a point on the northerly boundary of the existing Point Road, said point being S. 19° 28' 51" E. 3055.30 feet more or less distant from International Boundary Commission monument number five (5) and S. 35° 25' 08" W. 2624.17 feet more or less distant from International Boundary Commission Monument "No. 4"; thence northerly, northeasterly, and southerly, through the property of the St. Regis Tribe of Indians, the following three (3) courses and distances: N. 06° 29' 14" W. 1358.11 feet more or less; N. 45° 19' 08" E. 60.15 feet more or less and S. 06° 29' 14" E. 1392.08 feet more or less distant to a point on the northerly boundary of the existing Point Road; thence along said boundary S. 83° 20' 15" W. 50.00 feet more or less distant to the point of beginning, containing 1.58 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State Easterly projection, which at this location has a declination of 00° 16' 24" West of true Meridian at 74° 20' West Longitude.

## Schedule "B"

The Estates to be Acquired for said Public uses are as follows:

1. Tract No. B-200: The fee simple title, subject however, to existing easements for public roads and highways, public utilities, railroads, pipelines and the fishing rights of the Saint Regis Tribe of Indians, such rights to be subordinate to the rights of the St. Lawrence Seaway Development Corporation to construct, operate and maintain the St. Lawrence Seaway Project.

2. Tract No. B-201: A perpetual and assignable easement to be exercised in, on and over the property described for the purpose of constructing, reconstructing and maintaining thereon, a work and spoil bank area for the purpose of depositing and storing excavated and other spoil materials; together with the right of ingress, egress and regress over said property; the right to remove therefrom any and all structures and other improvements, as well as trees, brush, debris and other natural or artificial obstructions; the right to restrict or prohibit the placing of structures or other obstructions in, upon or over such property; and for such purposes maintain and operate on or over said property any and all machinery, tools and other equipment of every type; reserving, however, to the Saint Regis Tribe of Indians, all right, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights hereby taken for said public uses.

3. Tracts Nos. B-202 and B-203: A perpetual and assignable easement to be exercised in, on and over the property described for the purposes of constructing, reconstructing and maintaining thereon access roads and appurtenances thereto, together with the right of ingress, egress, and regress over said property; also the right to remove therefrom any and all structures and other improvements, as well as trees, brush, debris and other natural or artificial obstructions; together with the right to restrict or prohibit the placing of structures or other obstructions in, upon and over such property; and for such purposes maintain and operate on or over said property any and all machinery, tools, and other equipment of any type; reserving, however, to the Saint Regis Tribe of Indians the right and privilege of using said property for a driveway or access road in common with the St. Lawrence Seaway Development Corporation, its representatives, permittees or assigns, provided the exercise of such right and privilege does not interfere with or prevent the user and exercise of the rights described.

United States of America

DISTRICT COURT CLERK'S OFFICE

Northern District of New York

1957

3 MAR 1957

I, G. A. Porter, Clerk of the District Court of the United States for the Northern District of New York, DO HEREBY CERTIFY that I have compared the annexed copy of Amended Lis Pendens in re. St. Lawrence Seaway Development Corporation vs. 86.57 Acres of Land, more or less, in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of N. Y. etc. Civil 6442 with the original now on file in this office, that the same is a correct transcript thereof and of the whole of said original.

In Testimony Whereof, I have caused the seal of the said Court to be affixed at the City of Utica, in said District, this 7th day of February, A. D. 1957

[Signature] Clerk

101

CLERK, U. S. DISTRICT COURT, DISTRICT OF NEW YORK  
Utica, Franklin County, Northern District of New York

50

CIVIL No. 4442

**United States District Court**

NORTHERN DISTRICT OF NEW YORK

ST. LAWRENCE SEAWAY DEVELOPMENT CORPORATION  
~~GENERAL INVESTMENT CORPORATION~~

vs. Plaintiff

35.57 ACRES OF LAND, MORE OR LESS,  
IN THE ST. REGIS INDIAN RESERVATION  
TOWN OF BONEY, COUNTY OF FRANKLIN,  
STATE OF NEW YORK AND THE ST.  
REGIS TRAIL, et al,

Defendants

COPY

AMENDED LIS PENDENS

THEODORE F. BONES

U. S. Attorney,  
206 Federal Building,  
Syracuse 1, New York.

*Orig. filed  
Feb. 7, 1957  
B. G. Porter, Clerk*

STATE OF NEW YORK  
SARATOGA COUNTY

Filed on the 11 day of  
February 1957 at 9:30

at Saratoga Springs, N.Y. in and for the County of Saratoga

Tested and subscribed in presence of me, the Clerk of the Court  
*Frederic W. Boardman*

UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF NEW YORK

ST. LAWRENCE SEAWAY DEVELOPMENT CORPORATION,

Plaintiff

CIVIL No. 66 90

VS

14.08 ACRES OF LAND, MORE OR LESS,  
SITUATE IN THE TOWN OF BOMBAY, COUNTY  
OF FRANKLIN, STATE OF NEW YORK, and  
ELMER EDWARDS, et al,

14.08 ACRES

Defendants

PLEASE TAKE NOTICE that an action has been commenced and is now pending in the United States District Court for the Northern District of New York for the purpose of acquiring for the St. Lawrence Seaway Development Corporation the estates as more particularly described in Schedule "B" attached hereto and made a part hereof in and to the lands more particularly described in Schedule "A" attached hereto and made a part hereof.

TO: Clerk, U.S. District Court, Utica, New York  
Clerk, Franklin County, Canton, New York

PLEASE INDEX the foregoing Notice of Pendency of Action against the following defendants:

Elmer Edwards; Anne David; Peter Cloud Cook; John Bero; Andrew Bero; Marion Bero; Tom Seymore; Lawrence Jackson; Louise Peters; Rose Oakes; James Thompson, Jr.; Grace Day; Christine Hopper; Sharlett Oakes; Gladys Grey; James Thompson, Sr.; John DeBow; Abraham Loren; Lawrence White Estate, c/o Rose White; Andrew Regu; Louise LaFrance; Mary Bero; Theodore LaFrance; Mitchell Oakes; Margaret Connors; Anna Sawtin; Elizabeth Hoops; Bessy Squires; Louis LaCro; Basil Cook; Peter Johnson; Louis Point; Mitchell LaFrance; all of Requette Point Road, Bombay, New York; Town of Bombay, Bombay, New York; County of Franklin, Canton, New York and State of New York, The Capitol, Albany, New York

Dated this 18th day of July, 1957.

UNITED STATES OF AMERICA

Theodore F. Bowes  
UNITED STATES ATTORNEY in and for the  
Northern District of New York, Attorney  
for Plaintiff, 206 Federal Building  
Syracuse, New York

BY: Charles J. Miller  
ASSISTANT

## SCHEDULE "A"

SECTION 1

ALL THAT PIECE OR TRACT of property hereinafter designated as Section 1, situate in the St. Regis Indian Reservation, Town of Rosbay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point where the northerly limits of State Highway Route No. 37 intersects the centerline of the Laquette Point Road, said point being Station 0+55.3 feet more or less in accordance with a survey made by the Buffalo District, Corps of Engineers and as shown on Drawing No. 331-C-19/3 dated 31 May 1957, entitled "St. Lawrence Seaway Ferry Crossing, South Cornwall Channel Access Road Plan and Profile", on file in the Office of the District Engineer at Buffalo, New York; thence S. 68°-38'-38" W. 32.8 feet along the northerly limits of said State Highway No. 37 to a point; thence N. 13°-12'-25" W. 311.5 feet more or less to a point on the south bank of the Laquette River; thence N. 76°-47'-37" E. 22 feet along the said south bank of the Laquette River to a point; thence S. 15°-12'-25" E. 301.9 feet more or less to a point in the northerly limits of said State Highway Route No. 37; thence S. 68°-38'-35" W. along the northerly limits of said State Highway Route No. 37, 33.3 feet to the point of beginning, containing 0.16 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection which at this location has a declination of 00°-16'-24" West of true Meridian at 74°-20' West Longitude.

SECTION 2

ALL THAT PIECE OR TRACT of property hereinafter designated as Section 2, situate in the St. Regis Indian Reservation, Town of Rosbay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

A right-of-way 66 feet in width, being 33 feet measured at right angles on each side of the centerline, the said centerline of which is described as follows: BEGINNING at Station 7+30 more or less, in accordance with a survey made by the Buffalo District, Corps of Engineers and as shown on Drawing No. 331-C-19/3 dated 31 May 1957, entitled "St. Lawrence Seaway Ferry Crossing, South Cornwall Channel Access Road Plan and Profile", on file in the Office of the District Engineer at Buffalo, New York, said station being on the north bank of the Laquette River; thence N. 13°-12'-25" W. 22.03 feet more or less to centerline Station 7+52.08; thence N. 7°-06'-15" W. 247.92 feet to centerline Station 10+00; thence N. 7°-33'-35" W. 300 feet to centerline Station 13+00; thence N. 6°-02'-35" W. 700 feet to centerline Station 20+00; thence N. 5°-12'-20" W. 1400 feet to centerline Station 24+00; thence N. 5°-21'-20" W. 980 feet to centerline Station 13+90, containing 5.53 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of 00°-16'-24" West of true Meridian at 74°-20' West Longitude.

SECTION 3

ALL THAT PIECE OR TRACT of property hereinafter designated as Section 3, situate in the St. Regis Indian Reservation, Town of Rosbay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the centerline of Laquette Point Road at P.C. Station 13+40 and in accordance with a survey made by the Buffalo District, Corps of Engineers as shown on Drawing No. 331-C-19/3 dated 31 May 1957, on file in the office of the District Engineer at Buffalo, New York; thence S. 81°-35'-16" W. 33 feet to a point; thence N. 5°-21'-20" W. 203 feet more or less

to a point; thence N.  $37^{\circ} - 43' - 42''$  E. 303 feet more or less to a point; thence S.  $2^{\circ} - 16' - 30''$  E. 66 feet to a point; thence along a  $25^{\circ} - 44' - 13''$  curve to the left a distance of 261.07 feet to a point; thence S.  $84^{\circ} - 35' - 40''$  W. 33 feet to the point of beginning at said Station P.C. 43/30, containing 1.10 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} - 16' - 24''$  West of true Meridian at  $74^{\circ} - 20'$  West Longitude.

#### SECTION 4

ALL THAT PIECE OR TRACT of property hereinafter designated as Section 4, situate in the St. Regis Indian Reservation Town of Denary, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

A right-of-way, 66 feet in width, being 33 feet measured at right angles on each side of the centerline, the said centerline of which is described as follows: BEGINNING at P.O.C. Station 47/25.06 in accordance with a survey made by the Buffalo District, Corps of Engineers and as shown on Drawing No. 332-C-19/A, dated 31 May 1957, entitled "St. Lawrence Seaway Ferry Crossing, South Cornwall Channel Access Road Plan and Profile", on file in the Office of the District Engineer at Buffalo, New York; thence easterly along a  $3^{\circ} - 01' - 30''$  curve to the left 329.16 feet to centerline of P.T. Station 51/24.22; thence N.  $77^{\circ} - 46' - 12''$  E. 320 feet to centerline P.O. Station 59/44.22; thence easterly along a  $3^{\circ} - 50' - 52.4''$  curve to the right 219.69 feet to centerline P.T. Station 61/43.91; thence N.  $86^{\circ} - 13' - 32''$  E. 415 feet to centerline P.O. Station 65/478.91; thence easterly along a  $2^{\circ} - 21' - 12''$  curve to the left 322.77 feet to centerline P. C. Station 69/38.68; thence easterly along a  $6^{\circ} - 59' - 49.7''$  curve to the left, 228.49 feet; thence N.  $65^{\circ} - 46' - 02''$  E. 320 feet to a centerline P. C. Station 74/37.17; thence easterly along a  $4^{\circ} - 01' - 32.8''$  curve to the right, 298.99 feet to centerline P.T. Station 77/35.07; thence N.  $77^{\circ} - 46' - 02''$  E. 1980.93 feet to centerline Station 97/40, containing 7.42 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} - 16' - 24''$  West of true Meridian at  $74^{\circ} - 20'$  West Longitude.

#### SECTION 5

ALL THAT PIECE OR TRACT of property hereinafter designated as Section 5, situate in the St. Regis Indian Reservation Town of Denary, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the centerline of the Inaputa Point Road, 2.10 point being at Station 21/20 in accordance with a survey made by the Buffalo District, Corps of Engineers as shown on Drawing No. 332-C-19/A, dated 31 May 1957, entitled "St. Lawrence Seaway Ferry Crossing, South Cornwall Channel, Access Road and Profile", on file in the Office of the District Engineer at Buffalo, New York; thence N.  $12^{\circ} - 13' - 58''$  W. 33 feet to a point; thence E.  $77^{\circ} - 46' - 02''$  E. 226.07 feet more or less to a point; thence S.  $12^{\circ} - 13' - 58''$  E. 11.0 feet, more or less, to a point; thence N.  $77^{\circ} - 29' - 38''$  E. 211 feet more or less to a point; thence N.  $12^{\circ} - 30' - 02''$  W. 180 feet more or less to the St. Lawrence River; thence down along the shore of the St. Lawrence River, 283 feet more or less to a point; thence S.  $12^{\circ} - 13' - 58''$  E. 274 feet more or less to a point; thence S.  $77^{\circ} - 46' - 02''$  E. 715 feet more or less to a point; thence N.  $12^{\circ} - 13' - 58''$  W. 170 feet more or less to the point of beginning, containing 1.10 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} - 16' - 24''$  West of true Meridian at  $74^{\circ} - 20'$  West Longitude.

## SCHEDULE "B"

The Estate to be acquired for said Public Uses is as follows:

A temporary and assignable easement for the period beginning on the date this condemnation proceeding is filed, and ending 30 June, 1959, (a) over 14.58 acres of land described as Sections 1, 2, 3 and 4 of Exhibit "A" for the purpose of constructing, reconstructing, improving, maintaining, and operating an accessroad, pole and utility lines and appurtenances thereto; together with the right to remove any and all structures, material excavated, cut or rased from the land and to deposit any material thereon; to grade, clear and grub trees, shrubs, brush, debris and structures; and to place and keep machines, tools, and equipment as required in connection with the St. Lawrence Seaway Project; (b) over 4.10 acres of land described as Section 5 of Exhibit "A" for the purpose of constructing, operating, and maintaining a ferry landing, custom house, ferry operator facilities and other temporary structures incident to the operation of the ferry landing, including the right to build approach roads and relocate existing roads, if any, together with the right to remove such structures at the termination of this easement as may be required in connection with the St. Lawrence Seaway Project.

United States of America  
DISTRICT COURT CLERK'S OFFICE  
Northern District of New York

I, G. A. Porter, Clerk of the District Court of the United States for the Northern District of New York, DO HEREBY CERTIFY that I have compared the annexed copy of Lis. Pandens, Civil No. 6690, Et Lawrence Seaway Development Corp. vs 14.58 Acres, etc. and Elmer Edwards, et al, with the original now on file in this office; that the same is a correct transcript therefrom and of the whole of said original.

In Testimony Whereof, I have caused the seal of the said Court to be affixed at the City of Utica, in said District, this 19th day of July, A. D. 19 57

G. A. Porter, Clerk.

CIVIL No. 6690

United States District Court

NORTHERN DISTRICT OF NEW YORK

ST. LAWRENCE STEEL & BULLOCH CO. INC.  
UNITED STATES OF AMERICA  
Plaintiff

vs.

11.32 ACRES OF LAND, MORE OR LESS,  
SITUATE IN THE TOWN OF BOMBAY, COUNTY  
OF FRENCH, STATE OF NEW YORK AND  
HEMER BROTHERS, INC.,  
Defendants

Case  
No.

LIS PENDENS

GEORGE F. EDGES  
U. S. Attorney,  
206 Federal Building,  
Syracuse 1, New York.

- 108 ✓
- 87 ✓
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- 191 ✓
- 295 ✓

STATE OF NEW YORK  
SHERMAN COUNTY, ss.

Subscribed and sworn to before me on this 15th day of May 1957 at 206 Federal Building, Syracuse, New York.

George F. Edges, U.S. Attorney

at page 397.

412

1957

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STATE OF NEW YORK) ss.  
FRANKLIN COUNTY,)

Recorded on the 14th day of  
November 1957, at 140

at \_\_\_\_\_ P. M. in Book 9 of  
Law Pendency, at Page 419

and Original:  
Theodore P. Howes

UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF NEW YORK

ST. LAWRENCE SEAWAY DEVELOPMENT CORPORATION,

Plaintiff

CIVIL No. 6546

VS

LIS PENDENS

8.51 ACRES OF LAND, MORE OR LESS,  
SITUATE IN TOWN OF BOMBAY, COUNTY OF  
FRANKLIN, STATE OF NEW YORK, AND  
MARY LaFRANCE, et al,

Defendants

PLEASE TAKE NOTICE that an action has been commenced and  
is now pending in the United States District Court for the North-  
ern District of New York, for the purpose of acquiring for the  
St. Lawrence Seaway Development Corporation the estate as more  
particularly described in Schedule "B" attached hereto and made  
a part hereof in and to the lands more particularly described in  
Schedule "A" also attached hereto and made a part hereof.

TO: Clerk, U. S. District Court, Utica, New York  
Clerk, Franklin County, Malone, New York

PLEASE INDEX the foregoing Notice of Pendency of action  
against the following defendants:

- ✓ 213 Mary LaFrance - Hogansburg, New York
- ✓ 235 Maxwell Garrow - Clark Hollow Road No. 2.,  
LaFayette, New York
- ✓ 248 Mrs. Tom White - Hogansburg, New York
- ✓ 246 Margaret Pike Gray - Hogansburg, New York
- ✓ 257 Frank Bourke - Hogansburg, New York
- ✓ 271 Loren Lazere - Hogansburg, New York
- ✓ 283 St. Regis Tribe of Indians - C/O Theodore LaFrance, Clerk  
P. O. Box #45, Hogansburg, New York
- ✓ 365 State of New York - The Capitol, Albany, New York
- ✓ 374 County of Franklin - Malone, New York
- ✓ 376 Town of Bombay - Bombay, New York
- ✓ 470 Lawrence Terrance,
- ✓ 355 Alexander Solomon and
- ✓ 388 Louis Jacobs, Elected Chiefs, St. Regis Indian Reservation,  
Hogansburg, New York.
- ✓ 383 Theodore LaFrance, Clerk, St. Regis Tribe of Indians,  
Box #45, Hogansburg, New York.

Dated this 6th day of November, 1957.

ST. LAWRENCE SEAWAY DEVELOPMENT  
CORPORATION - UNITED STATES OF  
AMERICA  
BY: Theodore P. Howes  
UNITED STATES ATTORNEY-NORTHERN  
District of New York  
206 Federal Bldg., Syracuse, N.Y.

## SCHEDULE "A"

## TRACT D-100-E

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. D-100-E, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the division line between the property of Maxwell Garrow (allottee) on the east and the herein described property of Mary LaFrance (allottee) on the west, said point being S. 51° 55' 52" E. 1072.72 feet from USLS Station "Twain" and N. 21° 36' 24" W. 1550.40 feet from USLS Station 13; thence S. 32° 11' E. along the division line between the properties of Maxwell Garrow (allottee) on the east and the herein described property of Mary LaFrance (allottee) on the west, 57.2 feet more or less; thence S. 28° 49' 18" W. 376.1 feet to a point; thence S. 61° 10' 42" E. 25.0 feet more or less to a point; thence S. 28° 49' 18" W. 100.0 feet more or less to a point; thence N. 61° 10' 42" W. 25.0 feet more or less to a point; thence S. 28° 49' 18" W. 233.7 feet more or less to a point; thence S. 35° 47' 44" E. 1646.5 feet more or less to a point; in the center line of a road leading from N. Y. State Highway, Route #37 to the said Maxwell Garrow property; thence S. 54° 34' 58" W. along said center line of said road 50 feet more or less to a point; thence N. 35° 47' 44" W. along the division line between the property of Solomon Garrow (allottee) on the west and the herein described property of said Mary LaFrance (allottee) on the east, 1677.6 feet more or less to a point; thence N. 28° 49' 18" E. 965.5 feet more or less to a point; thence N. 61° 10' 42" W. 25.0 feet, more or less to a point; thence N. 28° 49' 18" E. 100.0 feet more or less to a point; thence S. 61° 10' 42" E. 25.0 feet more or less to a point; thence N. 28° 49' 18" E. 403.9 feet more or less to the point of beginning, containing 3.68 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on New York State easterly projection, which at this location has a declination of 00° 16' 24" West of true Meridian at 74° 20' West Longitude.

## TRACT D-101-E

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. D-101-E, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the division line between the property of Mary LaFrance (allottee) on the west and the herein described property of Maxwell Garrow (allottee) on the east, said point being S. 51° 55' 52" E. 1072.72 feet from USLS Station "Twain" and N. 21° 36' 24" W. 1550.40 feet from USLS Station 13; thence N. 28° 49' 18" E. 496.1 feet more or less to a point; thence N. 61° 10' 42" W. 25.0 feet more or less to a point; thence N. 28° 49' 18" E. 100.0 feet more or less to a point in the shore line of the St. Lawrence River; thence S. 61° 10' 42" E. 100.0 feet more or less along the shore line of the St. Lawrence River to a point; thence S. 28° 49' 18" W. 100.0 feet to a point; thence N. 61° 10' 42" W. 25.0 feet more or less to a point; thence S. 28° 49' 18" W. 523.9 feet more or less to a point in the division line between the property of Mary LaFrance (allottee) on the west and the herein

described property; thence N.  $32^{\circ} 11'$  W. along said division line 57.2 feet more or less to the point of beginning, containing 0.32 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} 16' 24''$  West of true Meridian at  $74^{\circ} 20'$  West Longitude.

TRACT D-102-E-1

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. D-102-E-1, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the division line between the property of Margaret Pike Gray (allottee) on the east and the property of Mrs. Tom White on the west, said point being S.  $5^{\circ} 33' 27''$  W. 5259.49 feet from USLS Station "Airis" and N.  $32^{\circ} 57' 00''$  E. 4634.04 feet from USLS Sta. "Twain"; thence S.  $35^{\circ} 05' 54''$  E. along said division line 68.9 feet more or less to a point; thence N.  $81^{\circ} 35' 54''$  W. 537.7 feet more or less to a point; thence S.  $8^{\circ} 24' 06''$  W. 25.0 feet more or less to a point; thence N.  $81^{\circ} 35' 54''$  W. 100.0 feet more or less to a point; thence N.  $8^{\circ} 24' 06''$  E. 100.0 feet more or less to a point; thence S.  $81^{\circ} 35' 54''$  E. 100.0 feet more or less to a point; thence S.  $8^{\circ} 24' 06''$  W. 25.0 feet more or less to a point; thence S.  $81^{\circ} 35' 54''$  E. 490.3 feet more or less to the point of beginning, containing 0.93 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} 16' 24''$  West of true Meridian at  $74^{\circ} 20'$  West Longitude.

TRACT D-102-E-2

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. D-102-E-2, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the division line between the property of Loran Lazore (allottee) on the south and the property of Mrs. Tom White (allottee) on the north, said point being S.  $12^{\circ} 46'$  W. 6382.73 feet from USLS Station "Airis" and S.  $83^{\circ} 30' 34''$  E. 5200.30 feet from USLS Station "Twain"; thence N.  $0^{\circ} 52' 58''$  E. 320.5 feet to a point in the division line between the property of Margaret Pike Gray (allottee) on the north and the herein described property of Mrs. Tom White (allottee) on the south; thence S.  $35^{\circ} 05' 54''$  E. along said division line 85.1 feet more or less to a point; thence S.  $0^{\circ} 52' 58''$  W. 240.9 feet more or less to a point in the division line between the property of Loran Lazore (allottee) on the south and the herein described property of Mrs. Tom White on the north; thence S.  $69^{\circ} 21' 10''$  W. 53.7 feet along said division line to the point of beginning, containing 0.46 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} 16' 24''$  West of true Meridian at  $74^{\circ} 20'$  West Longitude.

TRACT D-103-E-1

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. D-103-E-1, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the division line between the property of Mrs. Tom White (allottee) on the west and the herein described property of Mrs. Margaret Pike Gray, said point being S. 6° 33' 27" W. 5259.49 feet from USLS Station "Airis" and N. 82° 57' 00" E. 4634.0 feet from USLS Station "Twain"; thence S. 81° 35' 54" E. 536.5 feet more or less to a point in the division line between the property of Frank Bourke (allottee) on the east and the herein described property on the west; thence S. 35° 05' 54" E. along said division line, 68.9 feet to a point; thence N. 81° 35' 54" W. 438.5 feet to a point in the first above mentioned division line; thence N. 35° 05' 54" W. along said division line 68.9 feet to the point of beginning, containing 0.46 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of 00° 16' 24" West of true Meridian at 74° 20' West Longitude.

TRACT D-103-E-2

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. D-103-E-2, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the division line between the property of Frank Bourke (allottee) on the north and the herein described property of Margaret Pike Gray (allottee) on the south, said point being S. 0° 05' 21" W. 5369.38 feet from USLS Station "Airis" and N. 85° 32' 02" E. 5207.64 feet from USLS Station "Twain"; thence S. 35° 05' 54" E. along said division line 85.1 feet more or less to a point; thence S. 0° 52' 53" W. 664.9 feet more or less to the division line between the property of Mrs. Tom White (allottee) on the south and the herein described property on the north; thence N. 35° 05' 54" W. along said division line, 85.1 feet more or less to a point; thence N. 0° 52' 53" E. 664.9 feet more or less to the point of beginning, containing 0.58 acres of land more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of 00° 16' 24" West of true Meridian at 74° 20' West Longitude.

TRACT D-104-E

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract D-104-E, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the division line between the property of Margaret Pike Gray (allottee) on the west and the herein described property of Frank Bourke (allottee) on the east, said point being S. 0° 05' 21" W. 5388.38 feet from USLS Station "Airis"

and N.  $85^{\circ} 32' 02''$  E. 5207.04 feet from USLS Station "Twain"; thence N.  $35^{\circ} 05' 54''$  W. along said division line, 103.4 feet more or less to a point; thence S.  $31^{\circ} 35' 54''$  E. 71.2 feet more or less to a point; thence N.  $8^{\circ} 24' 06''$  E. 25.0 feet more or less to a point; thence S.  $81^{\circ} 35' 54''$  E. 100.0 feet more or less to a point; thence S.  $8^{\circ} 24' 06''$  W. 100.0 feet more or less to a point; thence N.  $81^{\circ} 35' 54''$  W. 49.0 feet more or less to a point; thence S.  $0^{\circ} 52' 58''$  W. 62.3 feet more or less to a point in the aforementioned division line; thence N.  $35^{\circ} 05' 54''$  W. along said division line, 65.1 feet more or less to the point of beginning, containing 0.44 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} 16' 24''$  West of true Meridian at  $74^{\circ} 20'$  West Longitude.

TRACT D-105-E

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract D-105-E, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the division line between the property of Mrs. Tom White (allottee) on the north and the herein described property of Loran Lamore (allottee) on the south, said point being S.  $0^{\circ} 12' 45''$  W. 6382.73 feet from USLS Station "Ains" and S.  $83^{\circ} 30' 34''$  E. 5209.30 feet from USLS Station "Twain"; thence N.  $69^{\circ} 21' 10''$  E. along said division line, 53.7 feet more or less to a point in the division line between the property of Mrs. Tom White (allottee) on the east and the herein described land on the west; thence S.  $42^{\circ} 14' 57''$  E. along aforementioned division line, 665.6 feet more or less to a point; thence S.  $65^{\circ} 38' 35''$  W. 52.5 feet more or less to a point; thence N.  $42^{\circ} 14' 57''$  W. 669.3 feet to the point of beginning, containing 0.77 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} 16' 24''$  West of true Meridian at  $74^{\circ} 20'$  West Longitude.

TRACT D-106-E

ALL THAT PIECE OR TRACT of property hereinafter designated as Tract No. D-106-E, situate in the St. Regis Indian Reservation, Town of Bombay, County of Franklin, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point in the center line of a road leading from Hogsburg, New York to St. Regis, Ontario, Canada, said point being N.  $0^{\circ} 16' 22''$  E. 6721.37 feet from USLS Station "Ains" and S.  $62^{\circ} 23' 54''$  E. 6344.30 feet from USLS Station "Twain"; thence S.  $18^{\circ} 12' 36''$  W. along the center line of said road, 31.3 feet more or less to a point; thence S.  $71^{\circ} 42' 05''$  W. 453.7 feet more or less to a point; thence S.  $65^{\circ} 38' 35''$  W. 223.9 feet more or less to a point; thence N.  $42^{\circ} 14' 57''$  W. 26.3 feet more or less to a point; thence N.  $65^{\circ} 38' 35''$  E. 233.3 feet more or less to a point; thence N.  $71^{\circ} 42' 05''$  E. 474.0 feet more or less to the point of beginning, containing 0.37 acres of land, more or less.

All bearings referred to transverse Mercator Meridian based on the New York State easterly projection, which at this location has a declination of  $00^{\circ} 16' 24''$  West of true Meridian at  $74^{\circ} 20'$  West Longitude.

The Estate to be acquired for said Public uses are as follows:

A perpetual and assignable easement to be exercised in, on, and over property described for the purpose of constructing, reconstructing, and maintaining thereon, access road, range lights, lines for the purpose of transmitting electric power and all appurtenances thereto; together with the right of ingress, egress and regress over said property; the right to remove therefrom any and all structures and other improvements, as well as trees, brush, debris and other material or artificial obstructions, or deposit any material thereon; the right to restrict or prohibit the placing of structures or other obstructions in, upon, or over such property; and for such other purposes maintain and operate on or over said property any and all machinery, tools and other equipment of every type; reserving, however, to the Saint Regis Indians all right, interest, and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights hereby taken for said public uses. Subject to existing easements for public roads, highways, public utilities, railroads and pipe lines, if any.

**United States of America**

DISTRICT COURT CLERK'S OFFICE

Northern District of New York

I, G.A. Porter, Clerk of the District Court of the United States for the Northern District of New York, DO HEREBY CERTIFY that I have compared the annexed copy of Lis Pendens in re: ST. LAWRENCE SEAWAY DEVELOPMENT CORPORATION, Plaintiff vs. 3.51 ACRES OF LAND, MORE OR LESS, SITUATE IN TOWN OF BOMBAY, COUNTY OF FRANKLIN, STATE OF NEW YORK, AND MARY LAFRANCE, et al., Defendants CIVIL NO. 6845

with the original now on file in this office; that the same is a correct transcript therefrom and of the whole of said original.

In Testimony Whereof, I have caused the seal of the said Court to be affixed at the City of Utica, in said District, this 8th day of November, A. D. 1957.

G. A. Porter, Clerk.

COUNTY

Supreme Court. COUNTY OF FRANKLIN Fourth JUDICIAL DISTRICT.

In the matter of the appointment of a committee of the person and estate of LOUISE WHITE an alleged incompetent person, and an inmate of the St. Lawrence State Hospital, Ogdensburg, New York.

STATE OF NEW YORK, COUNTY OF St. Lawrence ss.:

Alta K Brown, being duly sworn, deposes and says, that S he is more than twenty one years of age and resides at Station A Ogdensburg that on the 22nd day of Jan 1957, at the St. Lawrence State hospital in said county, deponent personally served the annexed petition, affidavit and notice on Dr. James E. Brown, Assistant Superintendent of said Hospital, and on Louise White, an inmate of said Hospital, by delivering to and leaving with them, and each of them, personally true copies thereof.

And deponent further says, that S he knew the persons so served to be the same persons mentioned in, and to whom said notice was directed.

Subscribed and sworn to before me this 22 day of January 1957

Alta K Brown

Legatha Rivers Notary Public My com.

Supreme Court. — COUNTY OF FRANKLIN

IN THE MATTER OF THE  
 appointment of a committee of the person and estate of  
LOUISE WHITE  
 an incompetent person, and inmate of the  
ST. LAWRENCE State Hospital,  
 at OGDENSBURG, New York.

STATE OF NEW YORK,  
 COUNTY OF Franklin } ss.:

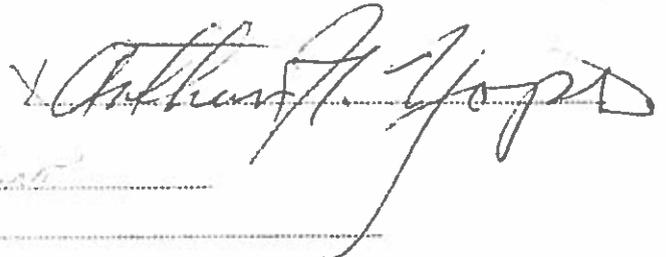
Arthur F. Yops, being duly sworn deposes and says, that he is  
 of lawful age and resides at Hogansburg; that deponent  
 personally served the annexed petition, affidavit and notice in the above entitled proceeding on the following  
 named persons therein mentioned at the times and places herein stated as follows:

On Mrs. Annie at Hogansburg N. Y., on the 22nd day of Feb. 1957.  
 On Ransom Jackson at \_\_\_\_\_ N. Y., on the \_\_\_\_\_ day of \_\_\_\_\_ 1957.  
 On \_\_\_\_\_ at \_\_\_\_\_ N. Y., on the \_\_\_\_\_ day of \_\_\_\_\_ 1957.

by delivering to and leaving with them, and each of them, personally, true copies thereof.

And deponent further says, that he knew the persons so served to be the same persons mentioned in,  
 and to whom said notice was directed.

Subscribed and sworn to before me  
 this 25th day of Feb. 1957.



ARTHUR E. PASSINO  
 Notary Public in the State of New York  
 Franklin Co. No. 175, State No. 17-3029250  
 My commission expires March 30, 1957

SUPREME  
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 Nam  
 Nam  
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SUPREME COURT      FRANKLIN      COUNTY  
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In the Matter of the Appointment of a  
Committee of the Person and Property of

LOUISE WHITE

an Incompetent Person and Inmate of the  
ST. LAWRENCE State Hospital.

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Name of Patient:                      LOUISE WHITE  
Name of Institution:      ST. LAWRENCE STATE HOSPITAL  
Name and Address of Suggested Committee:  
   SARAH RANSOM, Hogansburg, N. Y.

Relationship to Incompetent, if any:  
   Sister

Reason for Suggestion of Non-relative:  
   Mother does not wish to be appointed.

Note To be attached to each application together with any written  
document emanating from the family requesting the appointment of  
a non-relative as committee. List such documents below.

FILED

DEC 13 1959

CLERK OF SURROGATE'S COURT

1 SURROGATE'S COURT

COUNTY OF FRANKLIN

2

3

IN THE MATTER

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6

the application of Mose White for a Decree establishing the right of inheritance to the real property of CATHERINE PETERS White, Deceased.

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PROCEEDINGS held in the above entitled matter at the Court House in the Village of Malone, Franklin County, New York, on the 14th day of December, 1959, before Hon. Ellsworth H. Lawrence, Surrogate.

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APPEARANCES: Mose White, Petitioner, Mills & Mills for Mose White and Jack White, Vein & Main & Poissant (Joseph V. Poissant, Esq., of Counsel) for Louise White, an incompetent, by her committee, Sarah Ransom.

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BY JAMES S. MILLS:

Let the record show that the Petition has been presented to the Court.

MOSE WHITE, BEING DULY SWORN, TESTIFIED AS FOLLOWS:

BY MILLS:

Q. Mr. White, you are the petitioner in this proceeding?

A. Yes.

Q. This is a proceeding to establish the right of inheritance to certain real property of Catherine Peters White?

A. Yes.

1 Q. Are you one of the distributees and heirs-at-law of  
2 Catherine Peters White?

3 A. Yes.

4 Q. When did Catherine Peters White die?

5 A. July 3, 1950.

6 Q. Where did she die?

7 A. On the St. Regis Reservation.

8 Q. Located in the Town of Bombay, Franklin County?

9 A. Yes.

10 Q. Now, Catherine Peters White owned certain real property  
11 at the time of her death?

12 A. Yes.

13 Q. Would you describe the boundaries of that property?

14 A. On the North by the St. Lawrence River. On the South  
15 by a road known as the White Road. On the East by Abe Loran.  
16 On the West by James Thompson.

17 Q. At the time of Catherine Peters White's death, did she  
18 have a living father?

19 A. No.

20 Q. Mother?

21 A. No.

22 Q. Husband?

23 A. No.

24 Q. Did she leave surviving some children?

- 1 A. Yes.
- 2 Q. Name those children, please?
- 3 A. Lawrence, Mose, Jack. I am Mose.
- 4 Q. She left no daughters?
- 5 A. No.
- 6 Q. Where do you live, Mr. White? What's your Post Office  
7 address:
- 8 A. Rooseveltown.
- 9 Q. Jack White's Post Office address?
- 10 A. Rooseveltown.
- 11 Q. Is Lawrence White alive now?
- 12 A. No.
- 13 Q. When did he die?
- 14 A. I don't know the exact date, just the year.
- 15 Q. What year?
- 16 A. Nineteen fifty-six.
- 17 Q. Did he leave a widow?
- 18 A. Yes.
- 19 Q. Her name?
- 20 A. Louise.
- 21 Q. And did he leave any children?
- 22 A. No.
- 23 Q. Is Louise White an incompetent?
- 24 A. Yes.

1 Q. Has a Committee been appointed for her?

2 A. Yes.

3 Q. Who is that Committee?

4 A. Sarah Ransom.

5 Q. She was duly appointed by the Supreme Court of the State  
6 of New York?

7 A. Yes.

8 Q. Where did your mother, Catherine Peters White obtain  
9 the property from?

10 A. From her father.

11 Q. What was her father's name?

12 A. Pete Peters.

13 Q. Are there any other persons interested in this?

14 A. Not that I know of.

15 Q. Did Pete Peters ever leave a Will?

16 A. Not that I know of.

17 Q. Not to your knowledge?

18 A. No.

19 Q. Did Catherine Peters White leave a Will?

20 A. Not that I know of.

21 BY THE COURT:

22 Q. So far as you know did she die without a Will as to this  
23 real property?

24 A. Yes.

1 BY MILLS:

2 Q. Were you 48 years of age at the time of your mother's  
3 death?

4 A. Forty-eight, yes.

5 Q. How old was Jack White at the time of your mother's  
6 death?

7 A. About 43.

8 Q. How old was Lawrence White in 1950?

9 A. About 50 years old.

10 Q. Did they all reside on the St. Regis Reservation at the  
11 time of the death of Catherine Peters White?

12 A. Yes.

13 Q. Did any of you have any interest in this property  
14 other than by inheritance from Catherine Peters White?

15 A. No.

16 BY THE COURT:

17 + Submit Decree declaring that the right of inheritance  
18 to the property to be therein described has been established  
19 to the satisfaction of the Surrogate.

20 \* \* \* \* \*

21 This is to certify that the foregoing is a true copy  
22 of the minutes taken in the above proceeding.

23 *Jocelyn Wisemann*  
24 Jocelyn Wisemann

AUG. 26th. 1950

Waiver obtained from the State Tax Commission  
in the estate of Eatie or Kate White  
who died July 3 1950

leaving as her heirs at law --her children

LAWRENCE WHITE

MOSE WHITE

JOHN WHITE

Estate consisted of 3.17 shares of Massena Banking  
and Trust Company Stock valued at \$90.00

Also a Bank account in the First National Bank  
and Trust Co. Massena, N.Y. in the amount of  
\$5007.11 with accrued interest

in the name of Katie White or Lawrence White

After the Tax waiver was obtained an agreement  
was entered into by John Mose and Lawrence White  
to divide the money between them.

(Will have to prepare a new petition and file with the  
Surrogate on account of the name of John White being  
omitted from the previous petition.)

At a Surrogate's Court, held in  
and for the County of Franklin in the  
Surrogate's office in the Village of  
Malone, New York, on the 14<sup>th</sup> day of  
December, 1959.

PRESENT: HON. ELLSWORTH N. LAWRENCE, Surrogate

-----x

In the Matter  
of  
The Application of Mose White, for a  
Decree Establishing the Right of Inheritance  
of the Real Property of CATHERINE  
PETERS WHITE, Deceased.

-----x

Catherine Peters White, late of the St. Regis Reservation,  
Town of Bombay, Franklin County and State of New York, having died  
intestate on July 3, 1950, and a resident of said Town of Bombay,  
Franklin County, New York, at the time of her death; and Mose White,  
one of her heirs and distributees having presented to this Court  
and filed December 9, 1959, his duly verified petition describing  
said real property and setting forth the facts upon which a juris-  
diction of this court depends, and facts showing the interest or  
share of the petitioner and of each heir of said decedent as  
alleged in said petition, in the real property within this state  
owned by the decedent in fee at the time of her death, and praying  
for a decree establishing the right of inheritance thereto;

And the said Mose White and Jack White having duly appeared  
herein by Mills and Mills as their attorneys on the presentation  
and filing of said petition, claiming to be heirs at law and next  
of kin by blood of said Catherine Peters White;

And Louise White, widow of Lawrence White, son, deceased, by  
her committee, Sarah Ransom, having duly appeared herein by Main,  
Main and Poissant as their attorneys on the presentation and filing  
of said petition, claiming to be heir at law and next of kin of  
said Catherine Peters White,

And it appearing to the satisfaction of the Court that no persons other than those having appeared herein or been cited as above stated is a necessary and proper party to this proceeding, and the Court having heard the proofs and allegations of the parties with reference to their right of inheritance, respectively, in and to the real property described in said petition, and in and to all real property within this state which was owned in fee by said Catherine Peters White at her death, and due deliberation having been had thereon; it is hereby

ORDERED, ADJUDGED AND DECREED, as follows:

I. That Catherine Peters White died intestate on the 3rd day of July, 1950 at Bombay, New York, where she then resided, and was seized in fee of real property within this State at the time of her death; that this Court has acquired jurisdiction of her estate by virtue of the real property being located in the County of Franklin.

II. That the real property described in said petition, which consists of her real property within the State, owned in fee; subject to St. Regis Indian Tribal rights, at her death, was conveyed to her by her parents and is described therein in said petition as follows:

"ALL THAT TRACT OR PARCEL OF LAND situate on the St. Regis Reservation, in the Town of Bombay, County of Franklin, and State of New York, and bounded as follows: On the north by the St. Lawrence River; on the south by a road known as the White Road; on the East by premises of Abe Loran; on the West by premises of James Thompson."

III. That the said Catherine Peters White left no parent or husband surviving her. That she left three children, namely Mose White, residing at Rooseveltown, New York; Jack White, residing at Rooseveltown, New York; and Lawrence White, who is now deceased leaving a widow, Louise White, the said Lawrence White

leaving no children. That the said Louise White is an incompetent. That Sarah Ransom was duly appointed as committee of her person and property by an Order of the Supreme Court of the State of New York on June 4, 1958.

IV. That the above named Rose White, Jack White and Louise White are now her only distributees and heirs entitled to take by descent and inherit the real property hereinbefore described; that the interest or share of each of said heirs through such inheritance of the real property hereinbefore described is an undivided one-third part thereof; and that such right of inheritance has been established herein to the satisfaction of this Court in accordance with the facts which are above recited and pursuant to the statute in such case made and provided.

Enter.

Ellsworth N. Lawrence  
Surrogate

STATE OF NEW YORK, }  
Franklin County. } ss.:

I, CECILLE B. REVOIR, Clerk of the Surrogate's Court of the County of Franklin do hereby certify that I have compared the foregoing with the record of the original Decree - Matter of the Application of Mess White, for a Decree Establishing the Right of Inheritance of the Real Property of CATHERINE PETERS WHITE, Deceased, and

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on file in this office and that it is a correct transcript therefrom, and the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Surrogate's Court at Malone, N. Y., this  
14th day of Decmbar in the year A. D., 1959.

(L. S.)

*Cecille B. Revoir*  
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Clerk of the Surrogate's Court.

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At a Surrogate's Court, held  
in and for the County of Franklin in  
the Surrogate's Office in the Village  
of Malone, New York, on the 14<sup>th</sup> day  
of December, 1959.

PRESENT: HON. ELLSWORTH N. LAWRENCE, Surrogate

----- -x

In the Matter  
of  
The Application of Mose White, for a Decree  
Establishing the Right of Inheritance of  
the Real Property of CATHERINE PETERS WHITE,  
deceased.

----- -x

AMENDED DECREE

Upon reading and filing the Stipulation of Mose White, Jack  
White and Sarah Ransom, as committee of the person and property of  
Louise White, an incompetent, and their respective attorneys, and  
Mose White and Jack White having appeared by their attorneys  
Mills and Mills; and Sarah Ransom, as committee of the person and  
property of Louise White, by her attorneys, Main, Main and Poissant,  
and due deliberation having been had thereon; it is hereby

ORDERED, ADJUDGED and DECREED as follows:

1. That the Decree of Probate of Heirship in the Estate of  
Catherine Peters White is hereby amended and modified as follows:

a. That Louise White, by her committee Sarah Ransom,  
is to receive any and all monies as determined by the Court  
for any improvements listed in the "Taking Area" on page 3  
of the U. S. Government Appraisal.

b. That Mose White shall receive any or all monies  
determined on that property "Outside the Taking Area" listed  
on page 3 of the U. S. Government Appraisal, consideration  
being given to the depreciation listed under "Improvements"  
on Page 4 of the U. S. Government Appraisal.

c. Mose White, Jack White and Louise White, by Sarah Hanson her committee, are to receive one-third of any or all monies to be awarded to this Estate for the taking of the land which comprises 9.35 acres.

Enter:

Ellsworth N. Lawrence  
Surrogate

STATE OF NEW YORK, }  
Franklin County. } ss.:

I, CECILLE B. REVOIR, Clerk of the Surrogate's Court of the County of Franklin do hereby certify that I have compared the foregoing with the record of the original AMENDED DECREE, ---  
Matter of the Application of Mose White, for a Decree Establishing the Right of  
Inheritance of the Real Property of CATHERINE PETERS WHITE, Deceased, and -----  
-----

on file in this office and that it is a correct transcript therefrom, and the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed the seal of said Surrogate's Court at Malone, N. Y., this  
---14th day of ---December----- in the year A. D., 1959.

(L. S.)

*Cecille B. Revoir*  
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Clerk of the Surrogate's Court.

Saint Regis Mohawk Indian Reservation  
American Side

AGREEMENT made this day of 23, April 1957 BETWEEN Moses White and S. J. Groves and Sons, Company, Home office at 500 Wesley Temple Building Minneapolis, Minnesota, and Local home office address; Rooseveltown, New York, St. Lawrence County.

MOSES WHITE party of the first part agrees to rent a house to the party of the second part; S. J. Groves and Sons & Company and to it's authorized Representative, R. E. Kremer. The house is situated on the Saint Regis Mohawk Indian Reservation, in the Town ship of Bombay, in the County of Franklin and the State of New York. The House is to be used as an office and for sleeping quarters. The party of the second part, S. J. Groves and Sons, g further agree to leave the said house as in they same condition as above date. THIS AGREEMENT will expire July 1, 1958.

THE PARTY OF THE SECOND PART S. J. Groves & Sons, further agrees to notify the party of the first part Moses White ninety days (90) days before the party of the second part vacate the said house.

THE PARTY OF THE FIRST PART Mose White agrees to move the house from the present location ninety days (90) after the second party vacates the house.

DRIVE WAY; The party of the first part Mose White Further agrees to allow the party of the second part S. J. Groves & Sons, to have full use of the drive-way leading to the house on the bank of the St. Lawrence River. The party of the first part retains the right to use the said drive-way. The party of the first part further agrees to allow the Power Compay as well as the Telephone Company to place the necessary number of poles needed to wire the said house and shop.

THE PARTY OF THE SECOND PART agrees to pay the party of the first part the sum of five hundred dollars (\$500.00) on the date written above as full payment for the use of the said house and Drive-way up to July 1, 1958.

IN WITNESS WHEREOF the party of the first part has signed and sealed this Indenture for the year and day first above written.

Moses White L. S.  
Moses White

IN WITNESS WHEREOF THE party of the second part has signed and sealed this Indenture for the year and day first above written.

R. E. Kremer L. S.  
S. J. Groves & Sons, & Company  
R. E. Kremer Authorized Representative

ON THIS DAY before the Chiefs of the Saint Regis Mohawk Indians the above subscribers personally appeared, Moses White and S. J. Groves & Sons & Company and It's authorized Representative, R. E. Kremer known to the chiefs to be the persons described in and who executed the foregoing and they duly acknowledged to the chiefs that they executed the same.

1. Lawrence Terrance  
Lawrence Terrance, Chief

2. Alexander Solomon  
Alexander Solomon, Chief

3. Louis D. Jacobs  
Louis D. Jacobs, Chief

Drawn by the Clerk of the Tribe

Theodore LaFrance  
Theodore LaFrance