

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

Constance Tarbell)	
)	
)	
Petitioner,)	Case No.: 18-CIV-00007
)	
v.)	DECISION AND ORDER
)	
Tyler Gray,)	
)	
Respondent.)	

Procedural Background

On February 16, 2018, Constance Tarbell, Petitioner, filed with the Court a Complaint and a copy of a police report alleging that on December 1, 2017, Respondent, Tyler Gray, took her television when he moved out of 12 White Road Apartment #8 located at Akwesasne, New York. The Petitioner requests [REDACTED] plus filing fees and other court fees and interest from the date of judgment. The Petitioner had the Respondent served the Complaint on July 11, 2018.

On July 26, 2018, Tyler Gray, Respondent, filed with the Court an Answer denying all allegations raised by the Petitioner, Constance Tarbell.

On November 28, 2018, the Court held a hearing on the matter. The Respondent, Tyler Gray, appeared; however, he left prior to the start of the hearing. The Respondent spoke to Court staff and indicated that he had work. Prior to the hearing, the Court received no communication from the Respondent indicating that the hearing time conflicted with his work. Constance Tarbell, Petitioner, was present for the hearing and self-represented.

On January 7, 2019, the Court held a trial on the matter. The Court provided both parties notice. Constance Tarbell, Petitioner, was present and self-represented. The Respondent, Tyler Gray, failed to appear. The Court heard testimony and was presented evidence from Constance Tarbell, Petitioner.

Jurisdiction

In order to address the instant case, the Court must first determine whether it possesses jurisdiction over the matter. The Saint Regis Mohawk Tribal Court has jurisdiction over disputes involving contracts that were “negotiated, executed, or performed in Mohawk Indian Country.”¹ The Petitioner, Constance Tarbell, alleges that the Respondent, Tyler Gray, starting on or around November 2018 was renting an apartment from her at 12 White Road located at Akwesasne, New York. Furthermore, the Petitioner alleges that she entered into a contract with him as his landlord involving the television in dispute. Thus, the claim made by the Petitioner, Constance

¹ SRMT Civil Code § II.B. (2008).

Tarbell, alleges that a contract was negotiated and performed within the boundaries of the Mohawk Indian Reservation, thus, the Court possesses jurisdiction in the matter.

Factual Findings

The Petitioner, Constance Tarbell, bears the burden of proof by a preponderance of the evidence. Preponderance of evidence is satisfied, when, “the necessary party met the burden of proof by providing superior evidentiary weight that, though not sufficient to free the mind wholly from all reasonable doubt, is still sufficient to incline a fair and impartial mind to one side of the issue rather than the other.”²

The Court holds that Constance Tarbell, Petitioner, has proven the following by preponderance of evidence.

1. Constance Tarbell, Petitioner, rented an apartment to Tyler Gray, Respondent, on 12 White Road located at Akwesasne, New York on or around November 2017 to December 2017.
2. Constance Tarbell, Petitioner, gave Tyler Gray, Respondent, a television to use in his apartment.
3. On or around December 1, 2018, Tyler Gray, Respondent, moved out of the apartment and took the television from the apartment.
4. Following December 1, 2018, Constance Tarbell, Petitioner, made attempts to contact Tyler Gray, Respondent, requesting payments or the return of the television.
5. Tyler Gray, Respondent, failed to make payments or return the television.
6. Petitioner, Constance Tarbell, incurred court costs including the [REDACTED] Respondent, Tyler Gray.
7. Petitioner, Constance Tarbell, filed her Complaint on February 16, 2018.

Legal Conclusion

1. An oral contract existed between the Petitioner, Constance Tarbell, and Respondent, Tyler Gray.
2. The oral contract was breached when Tyler Gray, Respondent, failed to pay the Petitioner, Constance Tarbell, [REDACTED]
3. The Respondent, Tyler Gray, received notice of the trial date and failed to appear.
4. Petitioner, Constance Tarbell, timely filed her Complaint with the Court.³
5. Petitioner, Constance Tarbell, incurred the following damages: [REDACTED]
[REDACTED]

² SRMT Rules of Civil Procedure § XX.B. (2008).

³ See SRMT Rules of Civil Procedure § VIII. A. 1. “In the cases of torts and oral contracts, and actions not otherwise provided for herein, within three (3) years.”

ORDER

It is hereby **ADJUDGED** and **DECREED** that the Petitioner entered into an oral contract with the Respondent, Tyler Gray, and the contract was breached by the Respondent. Based on the foregoing, it is hereby **ORDERED** that the Respondent, Tyler Gray, pay the Petitioner, Constance Tarbell, for the television in the amount [REDACTED] Court filing fee in the amount of [REDACTED] and the serving fee in the amount [REDACTED]

Signed this 28th day of January, 2019.



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

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