

**Saint Regis Mohawk Tribal Court**

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<b>Diane Boots,</b>	)	<b>Case No.: 16-CIV-00009</b>
<b>Complainant(s)</b>	)	
	)	
	)	
<b>-V-</b>	)	<b>DECISION AND ORDER</b>
	)	
	)	
<b>Carla Christopher,</b>	)	
<b>Respondent(s)</b>	)	

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**Procedural History**

On June 29, 2016 the Plaintiff filed a complaint with the Court alleging breach of an oral contract for the delivery of healthy smoothies on the part of the Respondent. An amended complaint was filed on September 7, 2016 to modify the amount of monetary relief sought by Complainant.

The Respondent filed an answer to the complaint and summons on July 13, 2016.

Proof of service verifying that the amended complaint and civil summons were served upon the Respondent was filed with the Court on September 8, 2016.

The Respondent appeared before the Court on October 28, 2016 and November 14, 2016 for scheduled hearings.

Notices for a trial date were sent to the parties via certified mail/return receipt by the Court on December 5, 2016. The notice for the Respondent was returned to the Court as unclaimed on December 29, 2016. Notification for the trial was sent to address on file where Respondent had received all her other Court notices. A phone message was also left for the Respondent by the Court Clerk as a reminder of the trial date.

Due to the fact that the notice had been sent to the correct address, a message was left for the Respondent, and that she knew a trial was pending, the trial commenced on January 3, 2017 with the Complainant and not the Respondent, in attendance.

**Factual Findings**

The Complainant bears the burden of proof by preponderance of evidence.<sup>1</sup> Preponderance of the evidence is met, “by providing superior evidentiary weight that, though not sufficient to free

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<sup>1</sup> SRMT Rules of Civil Procedure Rule 17 (A) (B).

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.”<sup>2</sup>

At some time in late 2015 the Complainant and the Respondent agreed to begin delivering healthy smoothies to the Respondent at her place of work.

Entering the week of December 21, 2015 the Respondent owed a balance of \$17.60 for the smoothies already delivered by the Complainant.

The Respondent requested that the delivery of smoothies to her at work be stopped for the holidays.

On January 4, 2016 the Complainant resumed delivery of smoothies to the Respondent's workplace.

Delivery of smoothies to the Respondent was discontinued by the Complainant on January 22, 2016 at which time the Complainant had a past due balance of \$74.80

A late fee of \$45 was assigned to Respondent as part of the Complainant's business practice.

## **DISCUSSION**

### **Applicable Law**

The Saint Regis Mohawk Tribe Civil Code (hereinafter SRMT Civil Code) delineates the applicable law for civil disputes and the order in priority of which they should be applied. The SRMT Civil Code allows for application of,

“[g]enerally recognized principals of the law of 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.”<sup>3</sup>

There are no written Mohawk laws, which would supersede the use of general principals of contract law as recognized by the most recent Restatement of Contracts.

The Court will use the most Restatement of Contracts not as binding law, as it is not binding on the Tribe, but rather as persuasive authority to resolve this matter, as there is no written Mohawk law that addresses this issue.

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<sup>2</sup> ID at Rule 17 (B).

<sup>3</sup> SRMT Civil Code § V (4).

## Jurisdiction

In order to address the merits of the action, it must be first determined that the Court possesses jurisdiction over this matter. The standard put forth by Mohawk laws that define this Court's jurisdiction in civil matters are articulated in the SRMT Civil Code Section II. The SRMT Civil Code Section II states in relevant part that "[t]he Tribal Court shall have civil jurisdiction over civil disputes . . . [d]isputes involving contracts (i) are negotiated, executed, or performed in Mohawk Indian Country."<sup>4</sup>

## Legal Conclusions

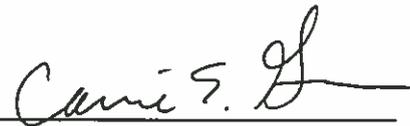
An oral contract was entered where the Complainant agreed to deliver smoothies to the Respondent at her place of work.

Respondent breached the contract in failing to pay the Complainant for the goods and services which were provided to her.

## Conclusion

It is hereby ORDERED that the Respondent pay the Complainant monetary relief in the amounts of \$169.80 for goods and services delivered, late fees as requested in the amended complaint, and reimbursement of Court fees as requested in the amended complaint.

Entered by my hand this 5<sup>th</sup> day of January 2017.



Carrie E. Garrow  
Chief Judge  
Saint Regis Mohawk Tribal Court



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

<sup>4</sup> SRMT Civil Code § II (B).