

**ST. REGIS MOHAWK TRIBAL COURT**

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<b>Iris Oakes-Fravel</b>	)	
<b>Plaintiff</b>	)	<b>DECISION AND ORDER</b>
	)	
-V-	)	<b>Case No.: 11-LND-00008</b>
	)	
<b>Gary Oakes</b>	)	
<b>Defendant</b>	)	

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**PROCEDURAL HISTORY**

Plaintiff, Iris Oakes-Fravel on behalf of herself, filed an appeal in St. Regis Mohawk Tribal Court September 26, 2011, against Gary Oakes, stemming from a Land Dispute Tribunal Decision dated August 23, 2011. Due to the fact that Ms. Iris Oakes-Fravel has no documentation proving ownership of the land in dispute, the Land Dispute Tribunal determined that settling a boundary dispute was not possible, as the Tribunal found Mr. Gary Oakes had proper title to his land. *See* record SRMT LDT Fravel-Oakes v Oakes case #LD2011-002FRA at page 5. Ms. Iris Oakes-Fravel seeks to have the Tribunal decision overturned because she states the land Gary Oakes occupies is not rightfully possessed by him.

On October 11, 2011 a Twenty Day Civil Summons was issued in the matter at bar to Mr. Gary Oakes. Proof of Service for the Civil Summons and Complaint provided by Ms. Iris Oakes-Fravel via Certified Mail October 11, 2011, was also filed with the Court.

On August 22, 2012 a Pre-Trial Conference was held in St. Regis Mohawk Tribal Court in the matter of Ms. Iris Oakes-Fravel v Mr. Gary Oakes. During the conference the Court requested that Ms. Iris Oakes-Fravel provide a full family tree as well as proof of inheritance of land Ms. Iris Oakes-Fravel claims to own be provided to the Court. The Court also notes that because both parties are pro se litigants, the Court has afforded both parties wide latitude in regards to the case, and time has been made for both parties to clarify arguments and prepare for further proceedings. *See* White v White 10-LND-00009 at page 37.

**FACTUAL BACKGROUND**

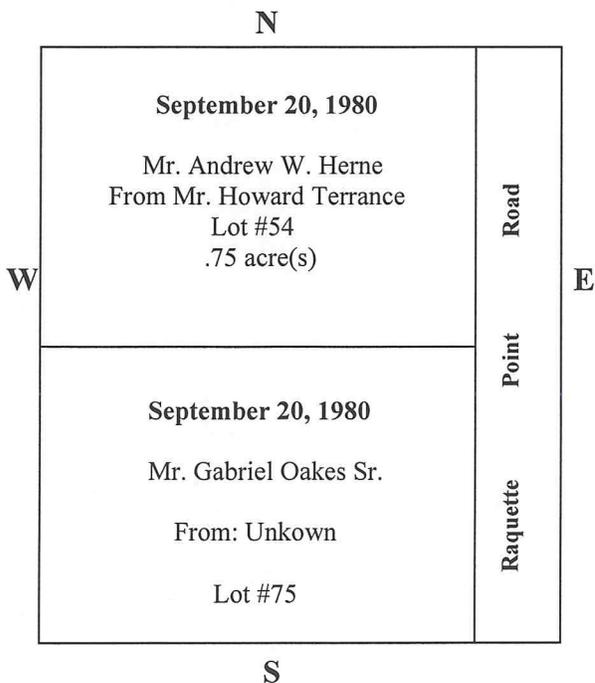
Both parties, Ms. Iris Oakes-Fravel and Mr. Gary Oakes are members of the St. Regis Mohawk Tribe. *See*, SRMT Land Ordinance §V(B). Therefore, they are entitled to possess a Use and Occupancy deed to occupy land on the St. Regis Mohawk Indian Reservation. *Id.* The matter before the Court is between Ms. Oakes-Fravel and Mr. Gary Oakes, and is a private land dispute.

In beginning to determine the appropriate measures to settle this matter between the two parties involved, the Court must give an accurate factual background of historical information regarding the parcels of land in dispute.

In a September 1962 letter written by Charlotte Oakes, Grandmother of Iris Oakes-Fravel and Gary Oakes, states that she purchased a parcel of land from Soherise Cook located in Raquette Point on the St. Regis Mohawk Indian Reservation (hereinafter SRMIR). The letter does not state any type of land boundaries, there is no bill of sale for the transaction, and there is no deed accompanying the letter. *See*, record SRMT LDT file of Sept. ‘1962 letter by Charlotte Oakes’.

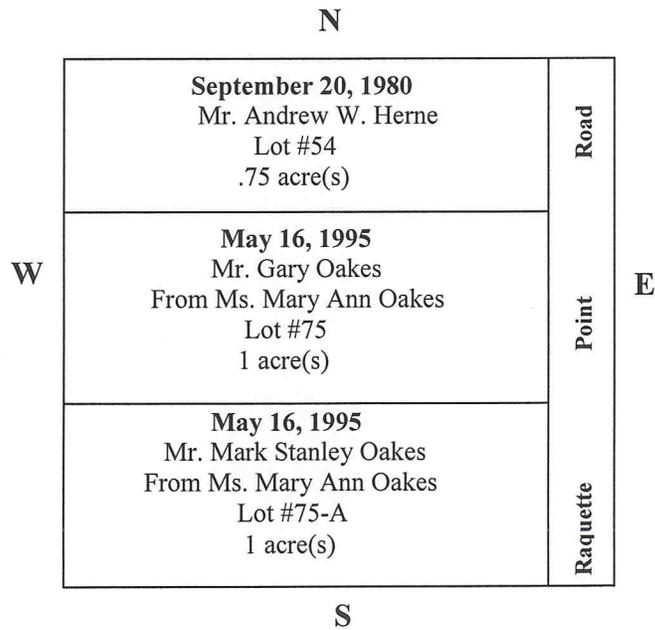
Subsequent to this letter, Ms. Charlotte Oakes passed away in December of 1969, and on December 12, 1969 there was a Ten Day Feast Ceremony held at the Kanienkehaka Longhouse. *See*, record SRMT Tribal Court file ‘document December 12, 1969’. In this document, Ms. Charlotte Oakes’ daughter, Ms. Ethel Oakes, (Mother of Plaintiff Iris Oakes-Fravel), is named as the administrator of Charlotte’s estate, and apparently assumed title to the land that Charlotte purchased from Mr. Cook in 1942. *Id*. It should be noted that like the Charlotte Oakes/Soherise Cook transaction, there is no documentation proving ownership of any specified parcel of land, and there is also no corresponding deed to any particular lot of land that would presumptively make up the Charlotte Oakes/Ethel Oakes transaction.

In another land transaction dated September 20, 1980 Mr. Howard Terrance sold a three-quarter acre [.75] parcel of land to Mr. Andrew Wayne Herne. *See*, record SRMT LDT file Sept. ‘1980 sale agreement’. The parcel is described as being on the West side of Raquette Point Road, and bounded on the South by Mr. Gabriel Oakes Sr. who is the Father of Mr. Gary Oakes, (the Defendant in this case). It should be noted that Mr. Gabriel Oakes Sr. was also the Uncle of the Plaintiff, Ms. Iris Oakes-Fravel. (Mr. Gabriel Oakes Sr. and Ms. Ethel Oakes are Brother and Sister, and both are children of Ms. Charlotte Oakes). This lot is noted in the sale agreement as lot #54 and shows that Mr. Gabriel Oakes Sr. is the recognized owner of the parcel of land on the Southern border. This land transaction is relevant to this matter because Ms. Fravel-Oakes appears to make the argument that lot #54 is her property. However, the documentation provided to the Land Dispute Tribunal shows Mr. Andrew Wayne Herne as the owner of lot #54. *Id*.



Mr. Gabriel Oakes Sr., father of Defendant Mr. Gary Oakes, passed away in September 1992, and his wife, Ms. Mary Ann Oakes appears to be named the executrix of his estate. *See*, record SRMT LDT file ‘Use and Occupancy Deed May 16, 1995’. It should be noted that Mr. Gabriel Oakes Sr. was married three (3) times and Ms. Mary Ann Oakes was his third wife. Furthermore, Ms. Mary Ann Oakes is not an enrolled member of the SRMT and she is a non-Native. Apparently, as administrator of the Mr. Gabriel Oakes Sr. estate, Ms. Mary Ann Oakes on May 16, 1995 transferred a parcel of land to Mr. Gary Oakes, son of Mr. Gabriel Oakes Sr. The transaction was recorded in the St. Regis Mohawk Tribal Clerk’s record book and a Use and Occupancy Deed was issued to Mr. Gary Oakes by the SRMT Tribal Clerk for lot # 75. *See*, record SRMT LDT file ‘Use and Occupancy Deed May 16, 1995’.

SRMT records also indicate that, on the same date of May 16, 1995 Ms. Mary Ann Oakes also ‘deeded’ property to Mr. Mark Stanley Oakes. Mr. Mark Stanley Oakes is also a Son of Mr. Gabriel Oakes Sr. This was recorded by the SRMT Tribal Clerk and it was for a parcel of land that is bounded on the North by Mr. Gary Oakes. The transaction was recorded in the SRMT Tribal Clerk’s record book, and a Use and Occupancy deed was issued to Mr. Mark Stanley Oakes for the lot known as #75-A. *See*, record SRMT Tribal Clerk Record Book page 426. The May 16, 1995 deed of Mr. Mark Stanley Oakes was not part of the LDT record. This deed was located at the SRMT Clerk’s office and was provided to SRMT Court per request.<sup>1</sup> There is nothing in the record before the SRMT LDT or SRMT Tribal Court which establishes how Mr. Gabriel Oakes Sr. came into possession of these parcel(s) of land.



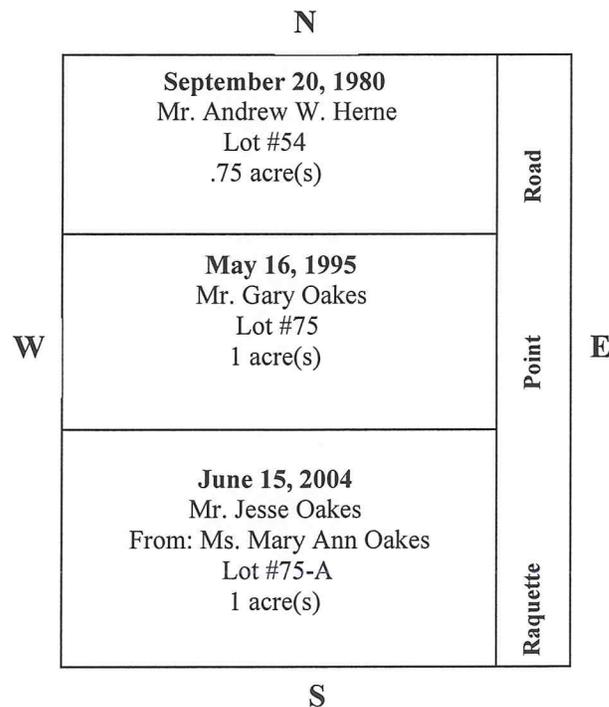
<sup>1</sup> SRMT Court requests are made to the SRMT Clerk’s office regarding adjoining plots of land to help assist in identifying boundaries in all land dispute cases. This deed was retrieved for this purpose and is not part of this decision as Mr. Mark Stanley Oakes is not a party to this case.

Next, on October 6, 2003 Ms. Iris Oakes-Fravel (the Plaintiff) received a Power of Attorney from Ms. Ethel Oakes, with respect to an apparent New York State Department of Tax and Finance matter. *See*, record 'SRMT LDT file Power of Attorney dated October 6, 2003'. This Power of Attorney form includes the following information on its face: "the taxpayer(s) named above appoints the person(s) named below as his/her/its attorney(s)-in fact". *Id.* The taxpayer was Ms. Ethel Oakes, (Mother of Iris Oakes-Fravel) and the recipient of the Power of Attorney was Ms. Iris Oakes-Fravel.

The Power of Attorney continues, "To receive confidential information and to perform any and all acts that the taxpayer(s) can perform with respect to the above specified tax matter(s)". *Id.* Meaning, Ms. Iris Oakes-Fravel is receiving the authority to act on behalf of Ms. Ethel Oakes (her Mother), for "any and all" "specified tax matters". *Id.*

Finally, the Power of Attorney states, "I agree to represent the above-named taxpayer(s) in accordance with this power of attorney". *Id.* This section was signed by Ms. Iris Oakes-Fravel, which acknowledges her 'receipt' of the Power of Attorney on behalf of Ms. Ethel Oakes, and it is notarized.

Next, on June 15, 2004 lot #75-A was transferred to Mr. Jesse Oakes, brother of Mr. Mark Stanley Oakes, and also a Son of Mr. Gabriel Oakes Sr. A Use and Occupancy Deed was issued to Jesse Oakes and the transfer was recorded in the SRMT Tribal Clerk's record book. *See*, record 'SRMT Tribal Clerk Record book page 94'.



Most importantly for the case at bar, a land transaction between Ms. Ethel Oakes and her daughter Ms. Iris Oakes-Fravel (Plaintiff in this appeal), was entered into on August 28, 2006. *See*, SRMT LDT file ‘August 28, 2006 sale agreement’. This transaction, which resembles a contract, provides for the purchase of land and a housing unit for \$7,000. As the agreement provides: “This purchased partial of property being specifically the land and roadfront upon which the existing house unit is.” *Id.*

In the agreement there is mention of the housing unit and parcel of land being on lot #63. There is however, nothing in the record for that lot number in any SRMT Tribal Clerk’s records corresponding with either Ms. Ethel Oakes or Ms. Iris Oakes-Fravel, nor is there anything in the record of this case for an SRMT Use and Occupancy Deed regarding lot #63.

There is also a ‘term’ in the signed agreement between Ms. Ethel Oakes and Ms. Iris Oakes-Fravel that the agreement would be subject to a review after six years. As provided for in the agreement: “As it was held prior, this agreement will be held subject to review by the seller, Ethel R. Oakes, and the purchaser, Iris Fravel, in a period not to exceed six years from this date of signature.” *Id.* [*My emphasis*]. There is no record before the Court that this agreement was ever reviewed after the six years provided for. As the agreement was signed on August 28, 2006, this review should have occurred on August 28, 2012. There is no indication if this contract was ever completed and there is nothing in the record before the Court indicating if the Plaintiff, Ms. Iris Oakes-Fravel, ever received a deed to this property.

### **Plaintiff’s Arguments**

The Plaintiff’s arguments can be summarized into a few crucial points which the Court can address. First, Ms. Iris Oakes-Fravel presented a handwritten letter from her Grandmother, Ms. Charlotte Oakes, in which it is stated that she purchased a parcel of land from Mr. Soherise Cook. The Plaintiff argues that this parcel of land was then inherited by Ms. Charlotte Oakes’ daughter, Ms. Ethel Oakes (Plaintiff’s mother) upon her passing in September 1962. Ms. Oakes-Fravel claims that this parcel of land inherited by her mother, Ethel Oakes, is now owned by Ms. Oakes-Fravel because of a sale contract between Ms. Oakes-Fravel and her mother, Ms. Ethel Oakes. The Plaintiff also submitted a NYS Department of Tax and Finance Power of Attorney, in which Ms. Oakes-Fravel received a Power of Attorney from her Mother, Ethel Oakes, for tax purposes. The Plaintiff entered this Power of Attorney into the record as her proof that she has authority to act on behalf of her mother, Ethel Oakes for matters involving her estate. Finally, Ms. Oakes-Fravel argues that the transfer of land to Mr. Gary Oakes was null and void because the transfer was completed by Ms. Mary Ann Oakes, wife of Mr. Gabriel Oakes Sr., who is a non-Native/non-enrolled member of the SRMT.

### **Plaintiff’s Standing in Case**

It should be noted that establishing ownership of land on the St. Regis Mohawk Indian Reservation is often a complex process. In the matter at bar, the Court must decipher ownership of land based on multiple sources of documentation, the record established at the SRMT LDT,

and whatever other sources provided by the Plaintiff and Defendant in the case. Ms. Oakes-Fravel has submitted a letter written by her Grandmother, Ms. Charlotte Oakes, as her proof to claim that this particular piece of land is a family parcel which she alleges that she owns.

Ms. Charlotte Oakes' 1962 letter, while stating that she purchased a parcel of land from Soherise Cook, does not specify a size for any lot, nor does it provide the exact location of the parcel. Furthermore, Ms. Charlotte Oakes clearly states in the letter that she intended for the land to be left to her daughter, Ethel Oakes, "as she is the one who helped pay for it". *Id.* This language in the letter evidences that Ms. Charlotte Oakes intended for her daughter, Ms. Ethel Oakes, to be in possession of the parcel in question at some future date. There is nothing in the record showing how and when the Plaintiff's alleged ownership absented or supersedes her mother's ownership of what may be the same parcel.

It is also impossible for the Court to surmise if the Plaintiff's grandmother, Ms. Charlotte Oakes would have found it permissible for her to claim ownership of this land based upon the record before us. At this point, the Court can only find that the owner of the parcel which Plaintiff is claiming ownership over is Ms. Ethel Oakes. This is supported by the record or in more particular, by the very letter which Plaintiff asserts her authority.

Next, as we now find that Ms. Ethel Oakes is the owner of the parcel claimed by Ms. Oakes-Fravel, the Court would be remiss if it didn't mention that as such, the Plaintiff, Ms. Iris Oakes-Fravel lacks the requisite 'standing' to bring this case. Standing as a legal term refers to "A party's right to make a legal claim or seek judicial enforcement of a duty or right". *See*, Black's Law Dictionary Eighth Edition pg 1442.

Furthermore, under the rules of the SRMT Court, the Court is permitted to follow the Federal Rules of Civil Procedure (hereinafter FRCP), in the absence of the SRMT Court having its own rules. *See* SRMT Civil Code §VI (A). The FRCP defines this subject clearly. *See*, FRCP, Rule 17.<sup>2</sup> In the case at bar we must find that the Plaintiff cannot meet the standing requirement as the Plaintiff is not the recorded owner of the parcel in any document before the Court. Therefore, the Plaintiff lacks the requisite standing to bring this case forward as provided for in the LDRO.

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<sup>2</sup> RULE 17. PLAINTIFF AND DEFENDANT; CAPACITY; PUBLIC OFFICERS

(a) Real Party in Interest.

(1) *Designation in General.* An action must be prosecuted in the name of the real party in interest. The following may sue in their own names without joining the person for whose benefit the action is brought:

(A) an executor;

(B) an administrator;

(C) a guardian;

(D) a bailee;

(E) a trustee of an express trust;

(F) a party with whom or in whose name a contract has been made for another's benefit; and

(G) a party authorized by statute.

Likewise, the contract between Plaintiff and her Mother is also insufficient as there is no proof that it has been completed and that Plaintiff has either received from the other party to that contract, Ms. Ethel Oakes (her mother), a receipt/bill of sale, or has the Plaintiff received a Use and Occupancy Deed to the parcel. Being that the Plaintiff had a contract with Ms. Ethel Oakes (her mother), for use, occupancy and enjoyment of the parcel, the Plaintiff's recourse if there is an issue in her 'use' of the property, would be against the owner, which again as we find here, would be her mother, Ms. Ethel Oakes.

While looking at these previous factors in determining the party with the requisite standing to bring suit in this matter, the Court must also mention another subject which may come to be of importance in the future. The Court also notes the requirements of a 'necessary party'. A 'necessary party' is defined as "A party being closely connected to a lawsuit should be included in the case if feasible, but whose absence will not require dismissal of the proceedings." See, Black's Law Dictionary Eighth Edition pg 1154. The Court has found previously that 'necessary party' can be a crucial element in deciding a matter before it. See, *Laffin v Papineau* 12-LND-00003 Section III. The fact that the Court has already found that Ms. Ethel Oakes is in fact the party with the requisite standing it only follows that she would be a 'necessary party' in this matter. As she has not been made a party in this proceeding we will not render a decision affecting her ownership interest in any property on the SRMIR. Further, the Court would like to also clarify that if the matter were to pass from Ms. Ethel Oakes, the Plaintiff, Ms. Iris Oakes-Fravel would not necessarily be the party to bring a suit forward. This is because, and as the record shows, Ms. Ethel Oakes' has other children, who would also have standing in this matter. See SRMT LDRO and *Laffin* supra.

In the current case, as we have found that Ms. Ethel Oakes is the owner of the property, it would be Ms. Ethel Oakes who would have the requisite standing to bring a suit against Mr. Gary Oakes for any alleged property boundary dispute. As such, if there is a genuine dispute regarding the boundary of that property and the adjoining property of Mr. Gary Oakes, it is upon Ms. Ethel Oakes to bring that dispute forward as she is the owner who would have the requisite standing to bring the dispute forward.

### **Plaintiff's Land Purchase Contract with Ethel Oakes**

The Plaintiff entered into a land sale agreement with her Mother, Ms. Ethel Oakes on August 28, 2006. See, SRMT LDT file 'August 28, 2006 sale agreement'. This agreement signed by Ms. Ethel Oakes and Ms. Iris Oakes-Fravel, is a contract. See *Herne v Herne* 11-LND-00007 at pg 14. The Court recognizes that as is custom on the SRMIR, individual SRMT members can transfer land by and between themselves. See, *White* at 11, and *Point v Peters* 10-LND-00005 at pg 37. Still, the Court must glean relevant facts from the document as they bear on the matter at bar.

The agreement made between Ms. Ethel Oakes and her Daughter, Ms. Iris Oakes-Fravel, included a land parcel and housing unit which is apparently upon the lot. There is no indication what this housing unit in fact is. The contract entered into stated that the housing unit and the parcel of land were located on Lot #63 on the SRMIR. *Id.* While this may in fact be what Ms.

Ethel Oakes and Ms. Iris Oakes-Fravel believes to be true, there is nothing in the record before the Court describing either the housing unit or Lot #63.

It should be further noted that the Court has not found any SRMT Use and Occupancy Deed associated with Lot #63. Though both parties entered this agreement mutually, the fact remains that there is no supporting documentation of any parcel #63 in the record before the Court.

Finally, there is a condition in the contract that warrants further discussion. As discussed earlier there was a provision in the sale agreement where the contract would be held subject to review after six years. *Id.* There is nothing in the record of this case showing that this clause was fulfilled. That being the circumstance, the agreement between Ms. Ethel Oakes and Ms. Iris Oakes-Fravel is not dispositive of Plaintiff's assertion that she owns the lot. In fact, the contract between these two parties may in fact be nullified because conditions were not met. As there is only partial completion of the contract, it is entirely foreseeable that the land and housing unit could revert back to Ms. Ethel Oakes. This only strengthens the Court's finding that Ms. Ethel Oakes is the recognized owner of this undefined, non located parcel of property.

### **Power of Attorney**

Ms. Iris Oakes-Fravel has also submitted a New York State Department of Tax and Finance Power of Attorney document with the SRMT LDT. *See*, record SRMT LDT file 'Power of Attorney dated October 6, 2003'. There indeed appears to be legal merit behind the Power of Attorney that the Plaintiff submitted to the SRMT LDT. However, upon careful inspection and reading of the document, the importance of the Power of Attorney begins to wither.

A Power of Attorney means that there is a delegation of authority from one party to another party. *See, White* at 42. While this frequently involves matters of estate or property, in this instance this specific Power of Attorney is for a specified purpose.

The Power of Attorney in the case at bar was received by Ms. Iris Oakes-Fravel on behalf of her Mother, Ms. Ethel Oakes. The designation of authority for the Power of Attorney between the two parties is specifically for, and therefore limited to, tax purposes. While there may be confusion on the part of the Plaintiff as to the distinct authority granted by this document, the Court recognizes that its scope is limited and has no bearing upon the current land dispute.

Our finding is supported by reading the NY Department of Taxation and Finance Power of Attorney submitted by the Plaintiff which clearly contains language that states the purposes of the Power of Attorney are reserved for specific tax related purposes. The Plaintiff may interpret this as Power of Attorney for other legal matters, however the Court must read the document for what it is, and that is delegation of authority pertaining to tax matters. As we held in *White v White* pgs 42-46, the Court will be required to address the Power of Attorney in the manner it was legally intended. As this Power of Attorney is explicitly for tax purposes, we cannot hold that this Power of Attorney can now be used in the case at bar as the Plaintiff wishes: to show ownership or control over land on the SRMIR.

Additionally, great difficulties can emerge when the person receiving a Power of Attorney becomes involved in Land Dispute litigation which could potentially include a person whom they have received the Power of Attorney from. *See, White* at 45, 46. In the case at bar this is also true. We point out to the Plaintiff that she received the Power of Attorney from her Mother on October 6, 2003. Subsequent to that, the Plaintiff entered into a contract for the purchase of a 'housing unit' and parcel of property on August 28, 2006 with her Mother, the same person who she has the Power of Attorney from. This could result in the Plaintiff litigating against herself in a subsequent land/contract dispute. This is something we cautioned against in *White v White*. As such, we do not give the Power of Attorney here such a reading, and find that Ms. Ethel Oakes is still the owner of the parcel of property and housing unit, and that any Power of Attorney was limited to 'specific tax purposes'.

### **Individual Not Enrolled in SRMT Transferring Reservation Land**

The Plaintiff argues that the Respondent, Mr. Gary Oakes, is living on land which was transferred impermissibly from a Non-Native individual. While the Plaintiff asserts that these transfers were invalid due to the fact that a non-Native was a party involved, the Court will resolve this issue to satisfy the matter.

On September 20, 1980 there was a land transaction in which Mr. Howard Terrance sold a parcel of land to Mr. Andrew Wayne Herne. *Id.* In this transaction the document shows that Mr. Gabriel Oakes Sr., who was an enrolled member of the SRMT, is the owner of the land on the Southern boundary of the plot sold to Mr. Herne. While there is nothing in the record before the Court demonstrating how Mr. Gabriel Oakes Sr. came into owning this land, there is also nothing supporting the Plaintiff's argument that he was not the legal owner, or that he would not be entitled to be the owner.

With the passing of Mr. Gabriel Oakes Sr. in September 1992, his third wife, Ms. Mary Ann Oakes appears to be named Executrix of his estate. As the SRMT Use and Occupancy Deed states, "This indenture signed on the 16<sup>th</sup> day of May, Nineteen Hundred and Ninety-Five, Between *Mary Ann Oakes, Executrix of the Gabriel Oakes Estate*". *See*, record SRMT LDT file 'Use and Occupancy Deed May 16, 1995'. [*My emphasis*] Ms. Mary Ann Oakes then transfers two parcels of land to Mr. Gabriel Oakes Sr. sons; Mr. Gary Oakes, Lot #75, and Mr. Mark Stanley Oakes, Lot #75-A. The Plaintiff argues that this transfer is not permitted as Ms. Mary Ann Oakes is not an enrolled member of the SRMT. *See*, SRMT LDRO §V (B).

The Plaintiff may be partially correct in her argument; however, the Court must also point to some facts that need to be considered when discussing this issue. Though it is true Ms. Mary Ann Oakes is not an enrolled member of the SRMT, this may not disqualify her from transferring land to her late husband's children, who are enrolled members of the SRMT. There is a provision in SRMT law which can provide a non-member spouse the opportunity to seek a life estate after the death of his or her member spouse. *See*, SRMT Land Dispute Ordinance §VI (A) (3). Furthermore, if there was no member spouse available for the land to transfer, the land would then pass on to the surviving member children. *See*, SRMT Land Dispute Ordinance §V (E) (2). This includes a child(ren) such as Mr. Gary Oakes.

It is clear that the LDRO is more recent than the land transactions which are part of this case. Nonetheless, it is clear that the final ownership of the land in question is nothing that is contrary to either the LDRO or the custom of the SRMIR with respect to land ownership. *See, White v White* pg 11. *See, Point v Peters* pg 37. Furthermore, although it is clearly unorthodox and perhaps contrary to community custom to permit a non-Native/non-enrolled member to control land on the SRMIR, such arguments could have easily been made by the heirs and family of Mr. Gabriel Oakes Sr., or Ms. Charlotte Oakes. Something such heirs could have raised at the time of his or her passing.

Finally, the Court finds that while the Plaintiff may be justified in her argument, there is nothing on the record to refute that Mr. Gabriel Oakes Sr. was the owner of the disputed parcel of land. Though there does appear to be land transferred by a non-member of the SRMT, ultimately the land in question remained in the possession of SRMT members. This again is not unlawful under the SRMT LDRO, though it may be unorthodox in light of SRMIR custom.

### **Conclusion**

In summary, the SRMT Court finds that while the Plaintiff currently resides on a parcel of land that she contends was passed down from her Grandmother, Ms. Charlotte Oakes, to her Mother, Ms. Ethel Oakes, and finally sold to her by her Mother, there is no documentation that substantiates this claim. The fact that there are no supporting documents to solidify that argument, leads the Court to determine that the Plaintiff in this matter has no standing in the case. The Court will again assert however, that there is a party who has the requisite standing in this dispute, and that is the Plaintiff's Mother, Ms. Ethel Oakes. This is due to the fact that although Ms. Iris Oakes-Fravel is never a documented owner of the land in dispute, Ms. Ethel Oakes based upon the record before the Court, may indeed have an ownership interest.

Regarding the contract between the Plaintiff, and her Mother, Ms. Ethel Oakes, the Court made the required effort to dissect the agreement between the two parties. While the Court acknowledges that there was an effort to execute the contract correctly, again, there was no evidence to suggest that the conditions included in the agreement were ever met. The Court reiterates that while there is reference to lot #63 in the contract, there is no evidence on the record before the Court that there exists such a lot number, or that either Ms. Ethel Oakes, or Ms. Iris Oakes-Fravel in fact own that land.

In determining the effectiveness and weight of the Power of Attorney argument, the Court was compelled to interpret the document in a literal fashion. This means that while the Plaintiff may believe that the Power of Attorney she received from her Mother, Ms. Ethel Oakes, would include matters involving property and estate matters, the language in the Power of Attorney provided for in the record clearly does not support such a reading. The fact remains that this instrument was explicitly intended for the Plaintiff to handle tax issues on behalf of Ms. Ethel Oakes, and that is the limited scope of the authority provided for in the document. Based upon this the Court will hold the Power of Attorney presented in the record has no bearing upon the decision of the Court.

Finally, the Court acknowledges that the issue of a non-enrolled, non-Native individual controlling or selling land located on the SRMIR is one that cannot be taken lightly. By carefully considering this argument the Court did in fact find that the Plaintiff may be correct in part of her argument. However, the fact that the non-Native Executrix of the estate of Mr. Gabriel Oakes Sr. transferred the land to Mr. Gabriel Oakes Sr.' children, demonstrated no actions contrary to SRMT law. Although this does not fit squarely with SRMIR custom, the final outcome of such transfer is entirely consistent with SRMIR custom.

Therefore, after considering all of the arguments brought forth, the Court finds that Mr. Gary Oakes is the legal possessor of the parcel of land the Plaintiff calls into question. Though the transaction may not be the standard by which many on the SRMIR come into possession of their land, the Court has found that there was nothing contrary to SRMT law in the manner in which Mr. Gary Oakes came into ownership of the land. As far as the decision rendered by the LDRO is contrary to this decision, this decision shall supersede it and be the final decision of the SRMT Court. *See*, SRMT LDRO XV (B) (2).

Entered by my hand this 2<sup>nd</sup> day of December, 2013.

A handwritten signature in black ink, appearing to read 'Peter J. Herne', written over a horizontal line.

Peter J. Herne  
Chief Judge, SRMT Court