

St. Regis Mohawk Indian Reservation

St. Regis Mohawk Tribal Court

LOUIS ROUNDPOINT,

Complainant/Appellant

DECISION/ORDER

11-LND-00010

DAVID CHUBB,

Respondent

This matter comes before the St. Regis Mohawk Tribal, (SRMT), Court following a SRMT Land Dispute Tribunal, (LDT), Decision rendered on October 25, 2011

(I) PROCEDURAL HISTORY

The SRMT Court records reflect that at least two, and possibly three, Notices of Appeal were filed in this matter; one on September 2, 2011, one on November 28, 2011, and another on February 6, 2012.

On September 1, 2011, a Notice of Appeal and corresponding "Complaint" were filed with the Court by the Appellant Louis Roundpoint after a meeting held at an unknown date and time, between Mr. Roundpoint and a SRMT Tribal Sub-Chief. Mr. Roundpoint states that during that meeting he was advised "that there was a mistake on the deed, due to an error made by [a former tribal clerk]"; and that Mr. Roundpoint had to "move the house".

At some time Mr. Roundpoint filed an undated Land Dispute Complaint Form with the Tribal Clerk's Office regarding the "alleged wrongful transfer of property". In that Complaint Mr. Roundpoint stated that "Council made a decision that the deed I had was a mistake..." and gave the property, described as Lot #681-B, "to David Chubb without [Mr. Roundpoint] being present."¹

On or about September 2, 2011, Mr. Roundpoint was contacted by the Court via telephone and during that conversation Mr. Roundpoint clarified that he intended for his submissions to go to the LDT and not to the Tribal Court. Court personnel then forwarded Mr. Roundpoint's submissions to the LDT, as requested.

The LDT record of this matter reflects that on June 20, 2011, a Complaint was filed with the Tribunal; on September 14, 2011, and September 28, 2011 hearings were held before the Tribunal; and on October 25, 2011, the LDT Decision/Order was issued.

¹ Although Appellant was contacted by the Tribal Clerk's Office the record is void of any official Tribal Council Decision on this matter.

On or about November 23, 2011, Mr. Roundpoint contacted the Court regarding an appeal from the LDT Decision and submitted the requisite filing fee in the form of a personal check made payable to a Court employee. This check was returned to Mr. Roundpoint with a letter, dated December 6, 2011, explaining that any payment should be made payable to the SRMT Court.

On February 6, 2012, another Notice of Appeal was filed with the SRMT Court, seeking appeal from the SRMT Land Dispute Tribunal Decision dated October 25, 2011. Mr. Roundpoint, who lives in another state for most of the year, also submitted two letters with the Notice of Appeal, which provided some factual background information and set forth the basis for his appeal.

On July 17, 2012; August 29, 2012, and October 16, 2012, preliminary hearings were held before the SRM Tribal Court. Attorney Dan Pease appeared for the Appellant Louis Roundpoint and Respondent David Chubb appeared Pro Se.

On November 20, 2012, the Court received correspondence from Mr. David Chubb asking the Court to dismiss Mr. Roundpoint's Appeal as untimely. Due to the fact that the initial appeal attempt was made by Mr. Roundpoint on November 23, 2011, the Court found that this appeal was timely made under the LDRO.

At the LDT hearings held on the two dates in September 2011, Mr. Roundpoint participated remotely, by telephone and submitted at least one letter/document provided by a witness, in support of his position. Respondent David Chubb appeared personally with one witness and also submitted documentary evidence.

The LDT Decision which is the subject of this appeal, determined that Respondent, David Chubb, is the "rightful owner of the parcel of land identified as Lot #681-B", (a .43 acre lot); and found Appellant Louis Roundpoint to be the "rightful owner of the house currently situated on said parcel of land located at 1530 State Route 37, Akwesasne." See *SRMT LDT Decision/Order*. p3

In reaching its decision the LDT relied upon language contained in the LDRO which states:

"In the event that a land dispute should arise over the issuance of a deed, the deed that is recorded first with the Tribal Clerk of the St. Regis Mohawk Tribe will supercede all other deeds."

See *LDRO Section V(F)(1)* (Emphasis added)

The Tribunal Decision reaffirmed "deeds issued by the Saint Regis Mohawk Tribal Council on July 10, 1999, [Margaret Porter to Paul Chubb] ; May 9, 2000, [(Paul Chubb to the SRMT Akwesasne Housing Authority) ; June 6, 2000, [also Paul Chubb to the SRMT Akwesasne Housing Authority] ; and December 15, 2009 [Brenda Chubb to David Chubb]", and invalidated Louis Roundpoint's Deed, finding that "David Chubb is the rightful owner of the parcel of land identified as Lot #681-B" and that "Louis Roundpoint is the rightful owner of the house currently situated on said parcel..." (*LDT Decision/Order*, p3)

Although the LDT found that "Margaret Porter sold the original 1.226 acres to her brother, Paul Chubb on July 10, 1999 and sold the same parcel comprised of .8209 acres to her son, Louis Roundpoint

on July 31, 2001”, (*LDT Decision/Order p3*), we find that although the parcels conveyed to both parties may overlap, these parcels are in fact not identical.

Appellant Roundpoint argues in his supporting correspondence filed with the Notice of Appeal that his 2001 deed was signed by his mother, the Grantor, Margaret Chubb Porter, and Chiefs and Sub-Chiefs and “supercedes any and all previous deeds”. He states that after Paul Chubb passed away, on February 7, 2001, his mother approached Paul Chubb’s daughter Brenda Chubb “about subdividing the 1.22 acres” (which Margaret Porter had deeded to her brother Paul Chubb), so that “Brenda would get .86 acres and [Louis Roundpoint] would get .87 acres”. Mr Roundpoint states that “Brenda agreed to this” and at that time his mother, (the original grantor), “went to the tribal office to have the land surveyed and had the deed made up.” See *Appellant’s letters*, dated January 31, 2012. Mr. Roundpoint received a SRMT Deed dated July 31, 2001, conveying .82 acres with the “existing house”.

This Deed to Louis Roundpoint included a portion of the 1.226 acres previously deeded to Paul Chubb in 1999.

(II) HISTORY

Louis Chubb, in his Last Will and Testament dated November 13, 1965, named his daughter Margaret Porter Chubb to act as Executrix of his Estate upon his passing. In that instrument he also directed that “all the rest, residue and remainder of my estate, both real and personal, I give, devise, and bequeath to my daughter Margaret Porter.” (see *David v Baker/Roundpoint*, 13-LND-00002).

The parcels which are the subject of this dispute were transferred to Margaret Porter by authority of this Last Will and Testament. Over the years Margaret Porter transferred multiple parcels of property from the Louis Chubb conveyance to various family members, including those in the case at bar.

At issue are three Deeds which appear to conflict; one issued by Margaret Porter in 1999 transferring 1.226 acres to her brother Paul Chubb; a second deed, issued by Margaret Porter to her son, Appellant Louis Roundpoint in 2001; and a third deed issued to Respondent David Chubb by his sister Brenda Chubb in 2007.

After our extensive review and careful deliberation on the case at bar we find that the actual disputes which need resolution should have been: (1) between the Estate of Paul Chubb (brother) v. the Estate of Margaret Porter (sister); and (2) between Mr. Louis Roundpoint, (son) v the Estate of Margaret Porter (mother). The Court remains cognizant of this fact as it reviews the LDT determination which “reaffirms the deeds issued by the Saint Regis Mohawk Tribal Council on July 10, 1999, [Margaret Porter to Paul Chubb] ; May 9, 2000,[Paul Chubb to the SRMT Akwesasne Housing Authority] ; June 6, 2000, [also Paul Chubb to the SRMT Akwesasne Housing Authority] ; July 31, 2001, [Margaret Porter to Louis Roundpoint] and December 15, 2009 [Brenda Chubb to David Chubb]” . *LDT Decision/Order p 3*

(III) ANALYSIS / APPLICATION OF THE LDRO

The SRMT Land Dispute Resolution Ordinance, (hereinafter the LDRO), states in *Section V(A)*:

"The power to make land assignments and to issue Use and Occupancy Deeds is vested in the St. Regis Mohawk Tribal Council. All land assignments and deeds previously made or issued, and *not presently in dispute*, are presumptively valid, *absent evidence to the contrary*." (Emphasis added)

In Section V(F) the *SRMT LDRO* defines a Use and Occupancy Deed as "...an official Tribal document granting the holder the right to use and occupy land, signed by the Tribal Council and certified by the Tribal Clerk."

The LDRO further states in (F)(1), General Provisions:

"In the event that a land dispute should arise over the issuance of a deed, the deed that is recorded first with the Tribal Clerk of the St. Regis Mohawk Tribe will supersede all other deeds."

The LDRO goes on to state in (F)(2) that:

"The issuance of deeds is not challengeable unless the deeds are found to have been issued due to, but not limited to the following: fraud, deceit, coercion, or duress. The Tribal Council reserves the right to correct or amend deeds due to error. All recorded deeds must bear the signature of the Tribal Council along with signatures and seal of the Tribal Clerk." *Emphasis added*.

Furthermore, this Court has recognized that "error" is synonymous with "mistake" and is another basis for a challenge to the issuance of a deed. *Hathaway v Thomas*, 12-LND-00007

In this case the record reflects that on or about April 1, 2009, the Tribal Clerk issued a "Memorandum to Tribal Council regarding an 'Error of Land Deed Issuance' to Louis Roundpoint, dated July 31, 2001." (Emphasis added) Initially, we agree that there is an 'error' in the deed issued to Louis Roundpoint, and we also find that there are other errors in related deeds as well. These errors, brought before the Court after the passage of the LDRO, bring the deeds within the purview of the LDRO, (*Hathaway v Thomas*, *supra*). This acknowledgment of an "error" or "mistake" clearly provides a basis for the challenge to the issuance of the deeds which appear to be in conflict. See *LDRO(V)(F)*

However, although we agree with this finding of "error" we must distinguish the LDT's reliance upon the "recorded first" language used in the LDT Decision and in the LDRO.

We can begin by noting that in our reading of the LDRO we do not see any basis upon which to retroactively apply the "recorded first" language to deeds or cases which pre-date the effective date of the LDRO, which is February, 2010. (See *White v White*, 10-LND-00009; *et al*). Instead we interpret the

“recorded first” language to apply to all SRMT deeds filed after February 2010 up to the current time. Further supporting our interpretation, is the lack of evidence of any Tribal use or Custom which applies this “recorded first” principle prior to the passage of the LDRO in February 2010.

For instance, although, the LDT decision in this matter relied upon the LDRO’s “recorded first” language, [See *LDRO V(F)(1)*], we find that the only other mention in the record of the “first in time” principle appears in a letter from the Tribal Clerk to Louis Roundpoint, dated June 8, 2010, in which the Tribal Clerk concludes that Mr Roundpoint’s deed for .82 acres was “wrongfully issued...”; and that because Margaret Porter’s deed to Paul Chubb “was recorded first, it supercedes all other deeds therefore nullifying the deed that was issued to [Appellant]”. (See *LDT Record, D-12*) As such, we find that the LDT erroneously applied the ‘first in time’ provisions contained in the LDRO to the case at bar.

Although we do not apply the “recorded first” principle retroactively- meaning prior to the effective date of the LDRO- we do NOT hold that this forecloses any person who has a SRMT Use and Occupancy Deed from offering it into evidence at either an LDT or SRMT Court proceeding. In fact, as our cases make clear, we have held fast to the liberal rules of evidence provided in the LDRO and have accepted all kinds of deeds into evidence, (*Jacobs v Ransom*, 10-LND-00002; *White v White*, supra; *Point v Peters*, 10-LND-00005), including “draft” deeds or unsigned deeds. (*Adams v Barilko*, 11-LND-00005; *Jacobs v Ransom*, supra). Therefore, a party may use any such deed to support or refute a position they may take. By admitting all such evidence we are recognizing that in order for both the LDT and the Court to properly fulfill their fact-finding role under the LDRO, the parties must be permitted to submit whatever proofs they may desire. It is then the role of the LDT or the Court to weigh such evidence to make a determination.

As such, we find that it was proper for the LDT to accept whatever evidence was submitted by the parties in the case at bar. However, we find that it was improper for the LDT to rely upon the “recorded first” language used in the LDRO to underpin its decision in a case involving SRMT Deeds issued prior to the effective date of the LDRO.²

(IV) ANALYSIS OF PROOF

The LDRO provides a procedural mechanism to “initiate a land dispute claim” before the Land Dispute Tribunal, and provides in *Section V(D)* that the party initiating a land dispute shall carry the burden of proof throughout the entire proceeding.

The LDRO directs that the Decision made by the Tribunal “will be based upon the record developed by the parties and the Tribunal”, (*LDRO, Section XIII [D][3]*), and that the Tribunal shall consider only “relevant evidence” which is evidence “...having a tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence”. *LDRO Section XIV(A)*. The Tribunal “shall determine the weight to be given...” to the acceptable forms of evidence listed in *LDRO XIV(D)(1-13)* The LDRO then sets forth the procedure for appeals to the SRMT Tribal Court in *Section XV*, and states in (B)(2) “Review of Tribunal Decisions” that:

² Although the Court has found that the LDRO “first in time” provision does not apply to land transactions occurring before the February 2010 effective date of the LDRO, the LDRO does apply to this land dispute claim and these LDT proceedings, filed after the effective date of the LDRO.

“The Tribal Court will review the appeal based upon the record developed before the Tribunal. The Tribal Court may affirm the decision or may vacate the decision and substitute its own decision, which shall be final and not subject to appeal.”

In *Hathaway v Thomas*, supra, the Court affirmed that the LDRO provides the legal mechanism by which to challenge a “presumptively valid” SRMT Use and Occupancy Deed.

Upon review of the record, we note that Appellant Louis Roundpoint presented evidence to the LDT in the form of his own oral testimony regarding an “Agreement” made in 2001, shortly after Paul Chubb passed away. Appellant states that this oral “Agreement” between Margaret Porter and Brenda Chubb, sought to redistribute a portion of the 1.226 acre parcel deeded to Paul Chubb by Margaret Porter. (See *LDT Decision/Order p3*) The LDT also heard testimony from Brenda Chubb who testified that she had a conversation with Margaret Porter “while sitting around at night” during which Margaret Porter expressed a desire to “buy back land”. Ms Chubb testified that she responded to this offer to sell back a portion of the Paul Chubb Estate by saying “I cant’...it doesn’t belong to me yet.” (*LDT Initial Hearing, CD Recording, September 14, 2011*)

We also note that the *LDT Record*, p2, lists the Complainant Louis Roundpoint’s evidentiary submissions as consisting of only one (1) document - the July 31, 2001, SRMT Use and Occupancy Deed from Margaret Porter to Louis Roundpoint. Our review of the record forwarded to this Court reveals that other “relevant evidence” was presented by the Complainant/Appellant Louis Roundpoint to the LDT.

This relevant evidence included:

-The testimony of the Appellant Louis Roundpoint, which includes references to a meeting and conversation between Margaret Porter and Brenda Chubb regarding the land in issue, which occurred not long after Paul Chubb passed away.;

-A letter from both parties’ relative, Johanne Jackson, regarding her knowledge that Margaret Porter “...g[a]ve Louie the old homestead...” and “Louie would own from the front of the house to the back of the property” (See *LDT Record, C-1 – 2*);

-Admissions from Respondent David Chubb and his sister Brenda Chubb regarding Mr. Roundpoint’s ownership of the house, (“old homestead”), made at the LDT hearing in oral testimony;

-Admissions from Brenda Chubb regarding conversations with Margaret Porter shortly after Paul Chubb passed away, regarding “selling back” part of the 1.226 acres Margaret Porter transferred to Paul Chubb; and finally

-The July 31, 2001 Deed issued by Margaret Porter to Louis Roundpoint conveying “part of that property known as Lot#681...”, as described, including “existing house”. See *SRMT Deed*.

We can also add that during an August 29, 2012 appeal-related appearance before this Court, it was acknowledged by all parties that the “house belongs to Louis Roundpoint”. The Court’s record also contains two letters submitted by Appellant which refer to the conversation between Margaret Porter and Brenda Chubb regarding subdividing the 1.22 acres, and Brenda Chubb’s agreement with the proposed division: “Brenda would get .86 and [Louis] would get .87” (See *Letters* dated January 31, 2012, annexed to *Notice of Appeal*);

Additionally, we note that the Paul Chubb/AHA transfer of .87 acres was approximately the same total acreage amount as that referenced in the ‘Agreement’ in evidence, whereby Brenda Chubb/Paul Chubb’s Estate would get .86 acre and Louis Roundpoint would get .87 and Louis Roundpoint would get .87. This appears to be consistent with the ‘Agreement’ allegedly made between Margaret Porter and Brenda Chubb in their 2001 conversation, as alleged by Appellant Louis Roundpoint

Also, in our review of the record we find no relevant evidence which was offered by David Chubb or Brenda Chubb to controvert, refute or negate the allegations made, or evidence offered by Mr. Roundpoint as to the existence of this 2001 Agreement.

Likewise there appears to be no evidence in the record to support the conclusion that Louis Roundpoint’s Deed was conditioned upon him moving the house. The only indication of such was the testimony of David Chubb regarding his “Notice of Eviction” letter to Appellant, dated June 17, 2010, which directed Mr. Roundpoint to remove the house by June 30, 2010. See *LDT Record D-15*.

When reviewing the entire record, it is clear that the wish of the original Grantor, Margaret Porter, was to deed the ‘old homestead’ to her son, Louis Roundpoint. This was in fact done by the SRMT Council when a SRMT Use and Occupancy Deed was issued to Louis Roundpoint on July 31, 2001.

Evidence before the LDT also seems to explain the “inconsistency” and/or “error” in the Deeds in issue; those being the deed issued to David Chubb in 2009 and the deed issued to Louis Roundpoint in 2001. Although the LDT Decision states that there was “[n]o evidence to support any Agreement for the sale of Mr. Chubb’s land or a portion thereof...” the Decision also states that “[a]ccording to testimony of both parties and witnesses these discussions and/or verbal agreements were held between Margaret Porter, her husband Howard Porter, her niece Brenda Chubb, her nephew David Chubb and her son Louis Roundpoint to ‘buy back’ a portion of the land.” This indicates that clearly there was evidence presented to the LDT in the form of testimony and documentary evidence regarding “discussions and/or verbal agreements”, (“Agreement”), between Margaret Porter and Paul Chubb’s daughter Brenda Chubb which occurred sometime shortly after Paul Chubb passed away. (See *LDT Decision/Order p 3*) Testimony seems to establish that Margaret Porter intended to, or believed she was, transferring this .82 acres “and existing house” to Appellant Louis Roundpoint AFTER speaking with Brenda Chubb, who resided on Lot #681-B-1, the 1.226 acre parcel that Paul Chubb owned before he passed away.

Furthermore, testimony received from Appellant and Respondent’s witness Brenda Chubb established: that Margaret Porter and Louie Roundpoint “talked to Brenda Chubb about buying back part of the land which is .82 acre” [deeded to Appellant]. (*Appellant’s Complaint* and Appellant’s testimony); AND that Margaret Porter ‘wanted to buy back land’ to which Brenda Chubb responded saying that she

could not do so because "...it doesn't belong to me yet". (*LDT Initial Hearing, CD Recording, September 14, 2011*)

The record tends to support this factual scenario particularly since all parties agree that this conversation took place minimally between Margaret Porter and Brenda Chubb not long after Paul Chubb died, and that Margaret Porter executed the Deed to Louis Roundpoint shortly thereafter. (See Sept 1, 2011 *Notice of Appeal with Complaint, p 1* ; AND *LDT Initial Hearing, CD recording, September 14, 2011*)

Although a significant amount of evidence was offered to support the existence of this 'Buy back' Agreement, testimony offered by Brenda Chubb, the only living person who was a party to the conversation, established that Ms Chubb did not agree to this arrangement because she did not own the land which Margaret Porter wanted to buy back. Ms Chubb's testimony further supports the fact that these conversations took place, but refutes the existence of an actual "agreement" or meeting of the minds.

Therefore, even in light of the foregoing, we still must conclude that there is insufficient evidence of any specific terms of a "buy back" agreement to support a finding that Margaret Porter had re-acquired, or bought back ,any portion of the 1.226 acres transferred to Paul Chubb. (See also discussion below in "*Transaction # 4*")

We will now review, based upon the record before us, the property transactions in this case.

(V) TRANSACTIONS OR DEEDS

TRANSACTION/DEED #1:

On July 10, 1999 a SRMT Use and Occupancy Deed was issued recording Grantor Margaret Porter's conveyance of a 1.226 acre parcel identified as Lot #681-B, to her brother Paul Chubb, father of the Respondent David Chubb and Brenda Chubb. The record includes a survey/map, ("Revised June 30, 1998 Paul Chubb", prepared by Haynes and Smith Surveyors), depicting several of Margaret Porter's lots, including a lot conveyed to Paul Chubb. (See *LDT Record, D-10, Appeal Exhibit A*)³

This Court, having previously determined that Margaret Porter was the Grantee of "all the rest, residue and remainder of [her father Louis Chubb's]... estate, both real and personal", (*David v Baker/Roundpoint, supra*), finds that Margaret Porter owned this property and transferred a *clear deed* to Paul Chubb; and that the record supports the LDT finding which reaffirms the July 10, 1999 SRMT Use and Occupancy Deed whereby Margaret Porter conveyed 1.226 acres to her brother Paul Chub.

SEE EXHIBIT #1⁴

³ We can note that this current matter is the third (3rd) case to come before the SRMT Court emanating from the Louis Chubb/Margaret Chubb Porter Estate. See, *Jackson v Baker*, and *David v Baker/ Roundpoint*, 13-LND-00002.

⁴ EXHIBIT #1: See YELLOW shaded area which depicts the parcel conveyed by Margaret Porter to Paul Chubb as described in Transaction #1

TRANSACTION/DEEDS #2 AND #3:

On May 9, 2000, a SRMT issued a Use and Occupancy Deed was issued recording a transfer by Paul Chubb of a .87 acre portion of the 1.226 acre parcel he received from his sister Margaret Porter, to the Akwesasne Housing Authority, (AHA). This Deed identified the .87 acre parcel transferred to the AHA as Lot # 681-B-1.

On June 6, 2000, Paul Chubb executed a second, seemingly identical SRMT issued a Use and Occupancy Deed describing the same transfer of .87 acres to the Akwesasne Housing Authority. It is unclear why a second deed was issued, but this June 6, 2000 Deed clearly describes the same transaction as the May 9, 2000 Deed.

On May 9, 2000, Paul Chubb also signed a Bill of Sale, agreeing to sell the Akwesasne Housing Authority "Lot #681-B-1 containing .87 acres, as stated in [the] Use and Occupancy Deed.." See, *AHA Bill of Sale*. On or about February 3, 2001, Paul Chubb signed a Low Rent Dwelling Lease with the AHA for Low Rent Family Unit No. 061-01, located on the .87 acre parcel. This "HUD" Rental Agreement named Paul Chubb's daughter Brenda Chubb, as the "Designated Successor of Unit No 061-01. Based upon the forgoing facts we can conclude that the remaining portion of Lot #681-B should total .356 acres, (1.226 – .87 = .356)

It is following this transaction/ conveyance to AHA that some of the most problematic issues in the case at bar emerge. The 1999 Deed from Margaret Porter to Paul Chubb is one of the few disputed deeds to come before the Court where survey mapping is available, and surveyor description is included on the SRMT Use and Occupancy Deed. Likewise, the subsequent May 9, 2000 (and June 6, 2000) Deeds transferring Lot #681-B-1 to the AHA by Paul Chubb also contains a survey map and Deeds containing surveyor descriptions.⁵

In our review of the evidence, we find that the Deed to the AHA of a .87 acre parcel, (Lot #681-B-1) by Paul Chubb as Grantor, actually describes a parcel that contains 3500 + square feet of property beyond the boundary of Paul Chubb's land. Simply stated, this ".87 acre" parcel is NOT entirely within the boundaries of the original 1.226 acres transferred from Margaret Porter to Paul Chubb.

SEE EXHIBIT #2⁶

In laying out these plots: (1)- the 1.226 acre plot conveyed to Paul Chubb in the 1999 deed from Margaret Porter; and (2)- the .87 acre plot Paul Chubb conveyed to the AHA in the May 9 and June 6, 2000 deeds, the Court discovered that these parcels, as described in the surveys and deeds, cannot be reconciled because the parameters of Lot (2) identified as Lot#681-B-1 which was conveyed to AHA, exceeds the boundaries set in Margaret Porter's transfer to Paul Chubb.

⁵ The Court notes that a surveyor is only as accurate as "what is placed in their hands" for the proper and lawful laying out as boundaries and measurements. *Ransom v Jacobs*

⁶ EXHIBIT #2: See GREEN shaded area AND RED shaded area, (the 'extra' 3500 + square feet), which depict the parcel conveyed by Paul Chubb in the May 2000 and June 2000 deeds to the AHA as described in Transaction #2 and 3 .

The (May 9, 2000 and June 6, 2000) Deed executed by Paul Chubb conveying “.87 acres” to the AHA provides a written description of the parcel which states in relevant part:

“Starting on a found R. I. B. labelled as the POINT OF BEGINNING as shown on attached plan; Thence S[outh]14 degrees 23 minutes 20 seconds W, 267.99’ [feet] to a found R.I.B.; Thence S[outh]14 degrees 23 minutes 20 seconds W, 32.01’ [feet] to a set R. I. B....”

It is this ‘description’ language which exceeds the dimensions of the parcel Paul Chubb received from Margaret Porter by 32.01 feet on the southern end of the parcel. This description or boundary then extends onto other land that was still owned by Margaret Porter and which became part of the Margaret Porter Estate.⁷

The actual size of the parcel conveyed to AHA with the added estimate of 32’ x 110’ (3200+ square feet) IS .87 acres, however, to get to this .87 acres, 3500 + square feet was taken from other property which did not belong to Paul Chubb. As noted, this extended the boundary of Lot #681-B-1 onto other land that was, at that time, still owned by Margaret Porter. The record contains no indication that Margaret Porter agreed to this “taking”.

By our review of the description of the parcel provided in the Deed from Paul Chubb to the AHA, close to 3500 + square feet of this .87 acre transfer from Paul Chubb to the AHA were physically outside the boundaries of the 1.226 acres Paul Chubb received from Margaret Porter. Simply stated, Paul Chubb did not own the 3500 + square feet to give to the AHA. See EXHIBIT #2

In fact, for the .87 acres to be properly conveyed to the AHA it MUST either: be contained entirely within the 1.226 acre parcel Paul Chubb owned; OR the additional 3500 + square feet, (which overlaps and takes from property which did not belong to Paul Chubb), would have to have been transferred to Paul Chubb. Paul Chubb would then own the 3500+ square foot area and could then transfer that additional 3500 + square feet to the AHA. There is no other evidence in the record providing any basis to conclude that Paul Chubb owned this “extra” 3500+ square foot piece of property. As our cases have recognized, Paul Chubb could not give to the AHA what he did not own. See, *Hathaway v Thomas*, supra

The Court’s review of the record leads to the conclusion that the May 9, 2000, SRMT Use and Occupancy Deed recording Paul Chubb’s transfer of the .87 acre parcel to the Akwesasne Housing Authority incorrectly describes the dimensions of the .87 acre parcel because it is not within the dimensions of the 1.226 acre parcel Paul Chubb received from Margaret Porter. This May 9, 2000 Deed, (AND the identical June 6, 2000 Deed), contain a MISTAKE as to the dimensions of the property transferred. These mistakes led to Mr. Chubb transferring to the AHA land that was NOT his to transfer AND constitutes an unlawful “taking” of property - the additional 3500 + square feet from Margaret Porter.

⁷ Margaret Porter conveyed to Paul Chubb a parcel that was described as from the Point of Beginning, “...Thence Easterly 201.07 feet along...the Southerly boundary of said road [Route 37] to an iron rerod...” then South for 267.99 feet...then North 198.61 feet. The Paul Chubb to AHA Deed retraces this description: W, 267.99 (feet to a RIB) then adds on the “W 32.01’ [feet]”

Therefore, we find that this Deed is invalid as it contains a mistake and should not have been reaffirmed by the LDT.

TRANSACTION/DEED #4:

On July 31, 2001, Margaret Porter – the original Grantor of the parcels in issue - deeded a portion of her property, (Lot #681), to her son Louis Roundpoint. The *SRMT Right to Use and Occupancy Deed* initially described the transfer as consisting of :

“ALL THAT TRACT AND PARCEL OF LAND and existing house, containing 0.8209 acre(s)”

Upon examination of this July 31, 2001 Deed issued to Appellant Louis Roundpoint and a review of survey maps and written descriptions provided in this Deed and the 1999 Deed conveying 1.226 acres to Paul Chubb (Transaction #1 supra), the Court finds that this .82 acre parcel deeded to Louis Roundpoint does in fact, “overlap” with the 1.226 acre parcel that Margaret Porter had previously deeded to her brother Paul Chubb in 1999. However, as Exhibit #3 makes clear, Margaret Porter’s conveyance to Louis Roundpoint covers an area which extends beyond the boundaries of Paul Chubb’s Lot #681-B.

SEE EXHIBIT #3⁸

Appellant Louis Roundpoint contends that there is no discrepancy or overlap between the Deed issued to him and the Deed issued to Paul Chubb for 1.226 acres. Mr. Roundpoint argues that Margaret Porter made an “Agreement” with Brenda Chubb, (Paul Chubb’s daughter) to “buy back” a portion of the 1.226 parcel she had transferred to Paul Chubb, BEFORE she transferred the .82 acres “and existing house” to Mr. Roundpoint.

However, EXHIBIT #3 -an overlay map based upon current Global Information System computations - clearly shows that the property deeded to Louis Roundpoint in this July 31, 2001 Deed, overlapped with the property previously deeded to Paul Chubb. BUT, as noted, Exhibit #3 also makes clear that the parcel deeded to Louis Roundpoint by Margaret Porter extends beyond the boundaries on the western side of the 1.226 acre Lot #681-B which Margaret Porter deeded to Paul Chubb.

This Court finds that the LDT Decision which found that “David Chubb is the rightful owner of the parcel identified as Lot # 681-B, comprised of .43+/- acre”, (see Transaction #6, infra), is erroneous and must be replaced by our decision here.

It has been sufficiently established that Margaret Porter deeded the .82 acres with the “existing house” to Louis Roundpoint in this July 31, 2001 Deed. Although this .82 acre parcel “overlaps” with the Paul Chub 1.226 acre parcel, it is clear from the record that Margaret Porter’s Deed of .82 acres to Louis Roundpoint did not affect Lot #681-B-1 which was left intact with the AHA home on it.

⁸ EXHIBIT #3: See BLUE shaded area which depicts the parcel conveyed by the July 31, 2001 deed described in Transaction #4 . This BLUE shaded area overlaps with the YELLOW portion of the parcel deeded to Paul Chubb in 1999, (Transaction #1), AND with the “‘extra’ 3500 + square foot area deeded to AHA, (Transactions #2 and 3).

Further, Louis Roundpoint is entitled to receive from Margaret Porter that portion which does not overlap.

Next, Appellant argues that there is no overlap between these parcels because Margaret Porter took back a portion of the 1.226 acre Lot#681-B (which she previously conveyed to Paul Chubb), when she and Brenda Chubb made an 'agreement' to subdivide Lot #681-B and return a portion of it to Margaret Porter.

Although the record seems to support Margaret Porter's apparent reliance upon an 'agreement' to buy back a portion of the 1.226 acre Lot #681-B deeded to Paul Chubb, (see *Analysis of Proof*, p 6, (IV) (1-6) supra), the record is void of any written document - original or copy - memorializing the terms of any "buy back" 'agreement', or any SRMT Deed redistributing Lot #681-B in accordance with this 'agreement'.

The Court is now charged with determining whether evidence of this verbal 'agreement' was or is sufficient to conclude that Paul Chubb's property Lot# 681-B, (excluding the .87 acres sold to AHA), was sold back to Margaret Porter. The Court finds that the evidence is almost overwhelming to establish that some conversation took place between Margaret Porter and Brenda Chubb between February 2001 and July 2001, regarding Margaret Porter's desire to buy back a portion of Lot #681-B. Testimony also seems to establish that although Brenda Chubb (correctly) stated that she could not sell any portion of Lot#681-B because it didn't belong to her, Margaret Porter proceeded to deed some portion of that parcel to Louis Roundpoint, apparently believing that she had bought the property back and in reliance upon an 'agreement' with Brenda Chubb.

However, upon consideration of the evidence in the record, we must conclude that even IF Margaret Porter transferred this property to Louis Roundpoint believing that she had bought it back, the only living party to this 'agreement', Brenda Chubb, has testified that she told Margaret Porter that she could not sell back the remaining portion of Lot#681-B because it was not hers to sell. This testimony, in addition to the failure of the parties to create a written record of a payment or a 'buy back' transaction or to create a new deed reflecting the new boundaries, leaves the Court no alternative but to conclude that the evidence is NOT sufficient to establish that any property was actually transferred back to Margaret Porter. This in turn means that the Deed issued to Louis Roundpoint overlaps and is in conflict with the Deed issued to Paul Chubb. If this "mistake" had been noted at the time this Deed was filed with the SRMT Clerk, perhaps it could have been corrected while Margaret Porter was still alive. In 2015 we are left to marshal the evidence in the record and come to a conclusion based on the limited facts available.

We conclude that this overlap "error" or "mistake" in Appellant Louis Roundpoint's Deed is sufficient to rebut this Deed's presumption of validity, and although this mistake may have occurred because the Grantor relied on her understanding of a verbal agreement, we hold that Ms. Porter's belief was not sufficient without a new Deed or some other proof, to take any portion of Lot#681-B away from the Paul Chubb Estate.

TRANSACTION #5:

On November 19, 2001, Akwesasne Housing Authority Resolution No. 2001-19 was issued by the AHA Board of Commissioners. This document approved a transfer made by Paul Chubb of the Low Rent Dwelling Unit No.061-01, (HUD home), to his daughter Brenda Chubb, the "Designated Successor" of the rental unit, subject to "all rights, obligations and responsibilities of said Low Rent Dwelling Unit No. 061-01.....as stated in the newly executed Low Rent Dwelling Lease, dated May 16, 2001".

This Resolution serves to transfer the "Low Rent Dwelling Unit" **only** and is not the equivalent of a transfer of an ownership interest in the home or the parcel conveyed to AHA by Paul Chubb in the May 9, 2000 or June 6, 2000 deeds.

If and when those obligations to the AHA are met, the AHA could then transfer to Brenda Chubb the HUD rental unit and 'free up' the .87 acres which it sat upon, (Lot #681-B-1). Again, this is the same parcel which was conveyed to AHA by Paul Chubb on May 9, 2000. See, May 9, 2000 and June 6, 2000 *SRMT Use and Occupancy Deeds*. This is the same parcel depicted in EXHIBIT #2.

As noted, the original parcel deeded to Paul Chubb in 1999 consisted of 1.226 acres. In May of 2000/June of 2000, Paul Chubb transferred .87 acres to AHA for the HUD home which included the 3500 square + feet mistakenly added to the AHA parcel. This conveyance of a .87 acre parcel to the AHA should have left a remaining parcel of .356 (or .35 acres).

TRANSACTION/DEED #6:

On December 15, 2009, a SRMT Use and Occupancy Deed was issued whereby Brenda Chubb conveyed to her brother David Chubb Lot #681-B, a parcel of 0.43 acres. This Deed described a parcel which bordered the property of Margaret Porter and a Right of Way on the west, and bordered Brenda Chubb's property on the east. This does not appear to include any of Lot # 681-B-1, the .87 acre parcel containing the HUD home. This Deed to David Chubb appears to be an attempt to transfer to him what should have been the remaining .35 acres of Paul Chubb's 1.226 parcel. We find that this transfer is a legal impossibility based upon the record before us.⁹

SEE EXHIBIT # 4¹⁰

As noted above, Brenda Chubb was transferred the rights and interests in the AHA "Low Rent Dwelling Unit" **only** and this is not the equivalent of a transfer of an ownership interest in the home OR the parcel Lot #681-B-1, which is the (.87 acre) parcel her father conveyed to the AHA. The record contains no evidence that Brenda Chubb "owns" this unit or the property until she has satisfied the requirements of the AHA, at which time a new Use and Occupancy Deed will be issued to her for the home and the .87 acre parcel. The remaining portion of Lot #681-B, which we estimate to be

⁹ And even if the transfer to David Chubb was deemed to be a valid transfer, 1.226 acres MINUS .87 acres leaves .356 acres, NOT .43

¹⁰ EXHIBIT #4: See BROWN OVER BLUE DIAGONALLY SHADED area which depicts the parcel conveyed by Brenda Chubb to David Chubb in the December 15, 2009 deed described in Transaction #6 . This area overlaps with the 2001 parcel deeded to Louis Roundpoint.

approximately .35 acres belongs to the Estate of Paul Chubb. Therefore, is there no basis to find that Brenda Chubb owns or owned the .35 acre remainder of Lot # 681-B.

Based upon the conclusion that Brenda did not “own” any portion of the 1.226 acres conveyed to her father by Margaret Porter, the Court must find that the Deed issued to David Chubb was erroneously “reaffirmed “ by the LDT. Any transfer of land from the Paul Chubb Estate by Brenda Chubb, (or anyone else), would initially require that : (1) Brenda Chubb be named Administrator of the Estate, AND/OR (2) a Deed be issued placing the remaining property of Paul Chubb’s Estate in Brenda Chubb’s name, as is required by the intestacy provisions of the LDRO. Again, this needs to occur before any transfer from Paul Chubb’s Estate to anyone can be recognized as being legitimate. We also note that Brenda Chubb’s own testimony before the LDT acknowledged that she could not sell property back to Margaret Porter in accordance with any proposed “Agreement” because “it doesn’t belong to me”. It is clear that Brenda Chubb could not deed property from the Paul Chubb Estate back to Margaret Porter OR to David Chubb, or anyone else without authorization to act on behalf of the Paul Chubb Estate, because “it doesn’t belong...” to her.

As such, the Court finds that David Chubb has no property rights to assert against the Appellant Louis Roundpoint.

The Court also notes that EVEN IF Brenda Chubb had the authority to give or sell any portion of Paul Chubb’s Estate, the only portion of Lot #681-B that was not owned by HUD is a .35 acre piece, NOT a .43 acre parcel. Therefore, any transfer to David Chubb would have to be limited to the .35 acres, the amount of land that was left over after the transfer to AHA. Any parcel transferred to David Chubb would have to be situated within the boundaries of the 1.226 acre parcel, (Lot #681-B), conveyed from Margaret Porter to Paul Chubb.

In fact, based upon the record before us, the only way to find that there remains .43 acres to deed to David Chubb from Lot #681-B, (the 1.226 acre parcel), is to INCLUDE and add on the 3500+ square foot parcel which was “taken” from Margaret Porter for the Paul Chubb to AHA transfer, (Transactions #2 and 3).

(VI) MISTAKES OR ERRORS

Under the LDRO all land assignments and deeds previously made or issued, and not presently in dispute, are presumed valid, absent evidence to the contrary. See *LDRO (V)(F)*. The Court finds that the record contains “evidence to the contrary” which is sufficient to rebut the presumption of validity on several of the Deeds which may not be directly involved in this dispute.

First, the Court’s review of the evidence in the record leads the Court to conclude that errors occurred in TRANSACTIONS # 2 and #3, which are recorded in Deeds dated May 9, 2000 and June 6, 2000, wherein Paul Chubb transferred .87 acres to the AHA. (See Transaction # 2 and 3, *supra*)

This Court finds that evidence presented to the LDT in the form of survey maps and deeds containing inconsistent descriptions of the property permit the Court to find that this transfer to AHA took land from outside of Paul Chubb’s 1.226 acre property, specifically an additional 3500 + square feet which were taken from an undeeded portion of the Margaret Porter Estate. This “mistake” or

“error” is sufficient to rebut the presumed validity of the May 9, 2000 and June 6, 2000 Deeds from Paul Chubb to the AHA. These Deeds contain MISTAKES and should NOT have been reaffirmed by the LDT.

Next, the record reflects that at the time of Paul Chubb’s death, on February 7, 2001, the 1.226 acre property conveyed to Paul Chubb by Margaret Porter SHOULD have been reduced to .35 acres, because .87 acres was already conveyed to the AHA by Paul Chubb. (See *Transactions #1; 2 and 3, supra*)

In TRANSACTION # 6, occurring on December 15, 2009, Brenda Chubb deeded a .43 acre parcel to her brother, Complainant David Chubb. This transaction must fail for two reasons: one, Lot#681-B could not contain .43 acres ($1.226 - .87 = .356$ acres); AND secondly, because Brenda Chubb did not own this land and could not give away what she did not own. (See, *Hathaway, supra*) This “mistake” or “error” is also sufficient to rebut the presumed validity of the SRMT Deed issued to David Chubb on December 15, 2009. As this Deed also contains MISTAKES it should NOT have been reaffirmed by the LDT.

The Court further finds that TRANSACTION # 4, the July 31, 2001 Deed issued to Louis Roundpoint, is also “challengeable” because it also contains a mistake or error. Despite testimony regarding an ‘Agreement’ between Margaret Porter and Brenda Chubb to “buy back” some of the 1.226 acre lot deeded to Paul Chubb, the Court has found that evidence of any actual re-distribution or transfer of land back from the Paul Chubb Estate to Margaret Porter is insufficient to establish that Margaret Porter bought back any portion of the 1.226 acres pursuant to any “Agreement”.

Survey maps and measurements of the parcel deeded to Appellant clearly show that the 1.226 acres deeded to Paul Chubb in 1999 and the .82 acre parcel deeded to Appellant Louis Roundpoint on July 31, 2001 “overlap”. Exhibits #3 and # 4 make clear that the .82 acres deeded to Louis Roundpoint overlaps with Paul Chubb’s parcel, BUT these Exhibits also clearly demonstrate that Louis Roundpoint STILL OWNS the portions of the .82 acre parcel which DO NOT overlap. (See the blue shaded area to the west and south of the yellow shaded area, Paul Chubb’s Estate, in Exhibit 3)

(VII) RECISSION

During preliminary appeal-related hearings before the Tribal Court, Appellant’s counsel Dan Pease, Esq., has raised an issue as to the role and/or authority of the SRMT Clerk in this land dispute, specifically regarding the rescission of the July 31, 2001 Deed issued to Appellant Louis Roundpoint.

Appellant Louis Roundpoint argues in support of this appeal that at some time he met with an SRMT “Sub-chief” who advised Mr. Roundpoint “that there was a mistake on the deed, due to an error made by a former tribal clerk.” (*Notice of Appeal*, September 11, 2011) Mr. Roundpoint also alleges that “Council made a decision that the deed I had was a mistake...” and gave property described as Lot # 681-B “to David Chubb without [Mr. Roundpoint] being present.” (*Land Dispute Complaint Form*, undated)

Although Appellant argues that “Council made a decision” and states that he met with a Sub-chief who told Appellant that “there was a mistake on a deed”, the record does not support a conclusion that Council actually acted in this matter.

The record before the LDT includes a list of evidence presented to the Tribunal from the Tribal Clerk's Office File. This list refers to the following documents which are included in the LDT file:

“1. 04/01/2009 : Memorandum to Tribal Council from Tribal Clerk regarding “Error of Land Deed Issuance”. (LDT Record, D-14)

2. 05/11/2009: Memorandum from Tribal Attorney Danielle Lazore Thompson to Tribal Council regarding legal analysis of “Porter/Chubb/Roundpoint Property Deed” recommending “that [the July 31, 2001 Deed to Louis Roundpoint] be rescinded” (LDT Record, D-13)¹¹

3. 12/10/2009: Memorandum to Tribal Council from Tribal Clerk regarding ‘Louis Roundpoint rescinded Deed.’ (LDT Record, D-14)

4. 06/08/2010: Letter from Tribal Clerk to Louis Roundpoint providing notice of rescission of Saint Regis Mohawk Tribe's Right to Use and Occupancy Deed dated July 31, 2001. “ (LDT Record,D-12)

(LDT Decision/Order p 3)

Although the record provided to this Court contains the documents noted above, the record does not contain any document or TCR reflecting any official decision by the SRMT Council to rescind Appellant Louis Roundpoint's 2001 Use and Occupancy Deed. The fact that there is no SRMT TCR, (or a subsequent Use and Occupancy Deed), is a crucial and important distinction to stress. For in the absence of such a document there is nothing in the record to support the conclusion that a ‘lawful’ rescission of Appellant Louis Roundpoint's Deed ever occurred.

In *Hathaway*, the Court recognized that the LDRO created a procedure by which land disputes would be presented directly to the LDT or Tribal Court, and “not to Tribal Council”. Despite having authority to review land disputes, neither the LDT nor the SRMT Tribal Court have the authority to “issue” deeds as this authority is vested exclusively with the SRMT Tribal Council. See, *LDRO Section V(A); Hathaway, supra*.

In addition, we must also recognize that the LDRO does not appear to give the Court or the LDT any authority to ‘rescind’ a deed. See *LDRO* generally. Nor does our reading of the LDRO permit us to find that either the SRMT Clerk, SRMT General Counsel or any SRMT Sub-Chief, (acting independently), has the authority to rescind any SRMT Use and Occupancy Deed. In fact, the words “rescind” and “rescission” do not appear anywhere in the LDRO.

The Court's reading of the LDRO, and holding in *Hathaway*, permit us to conclude that neither the SRMT Court nor the LDT have the authority to rescind a SRMT Use and Occupancy Deed, as such authority was not granted under the LDRO. Upon further scrutiny of the LDRO, we also find no authority for the SRMT Clerk to “rescind” a SRMT Use and Occupancy Deed. That authority is still within the exclusive domain of the SRMT Council. Upon passage of the LDRO, the SRMT Council is directed to correct or amend deeds based upon the final decision of the SRMT Court or LDT, for failure

¹¹ The Court also notes the Memorandum dated May 11, 2009, to the Tribal Council from Tribal Council's General Counsel which is included in the LDT Record,(D-13), makes ONLY a recommendation that “...the deed conveying the entire remainder of Paul's Lot #681-B ...” be rescinded. This memo also notes that the opinions of Counsel are “only suggestions and it will be up to Louis, Paul and Council as to how... [or if, Louis' interest in the house] should be arranged.” This language also supports the conclusion that the SRM Tribal Clerk had no authority to rescind Mr. Roundpoint's deed

to do so pursuant to a valid Tribunal or Tribal Court decision and order “shall be a per se violation of the Ethics ordinance and shall result in appropriate sanctions.” See *LDRO Section XIII (D)(6); Hathaway, supra*

As such, we must find that there was no valid rescission of Appellant Louis Roundpoint’s Use and Occupancy Deed, issued to him on July 31, 2001.

(IX) CONCLUSION/EQUITABLE REAPPORTIONMENT

This appeal is based upon Appellant’s argument that there has been a “wrongful transfer of property” which was deeded to Appellant by a July 31, 2001 SRMT Use and Occupancy Deed. That transfer took place when the Tribal Clerk “rescinded” Appellant’s deed by letter to Louis Roundpoint, dated June 8, 2010. In December of 2009 Brenda Chubb deeded .43 acres from the Paul Chubb Estate to her brother, Respondent David Chubb. The property described in the Deed issued to David Chubb, .43 acres, clearly “overlaps” with the .82 acre parcel described in Appellant’s deed, issued in July 31, 2001. See Exhibit 4

The Court has made several findings in this case. One such finding is that Brenda Chubb had no authority to transfer any land from the Paul Chubb Estate to David Chubb, (Transaction #6), and that the Deed issued to David Chubb on December 15, 2009 for Lot #681-B, .43 acres, is invalid.

The Court has also found that Margaret Porter’s attempt to “re-transfer” Lot #681-B, to Appellant Louis Roundpoint, (Transaction #4), was invalid as to the portion of land which overlaps with property deeded to Paul Chubb on July 10, 1999. (Transaction # 1)

The Court has also concluded that when Paul Chubb deeded a portion of Lot #681-B to the AHA, Lot #681-B-1, (Transactions #2 and 3), the Deed mistakenly included or “took” a 3597.8 square foot section of land from the Margaret Porter Estate, which Paul Chubb did not own. See EXHIBIT 3

Noting that these disputes are between the Estates of Margaret Porter and Paul Chubb, AND Appellant Louis Roundpoint and the Estate of Margaret Porter, the Court will apply its equity jurisdiction to attempt to re-apportion these properties to obtain a fair and equitable resolution.

The Court hereby re-affirms the Margaret Porter to Paul Chubb July 10, 1999 Deed, described in Transaction #1, conveying 1.226 acres.

The Court also reaffirms the Paul Chubb to AHA transfer as reflected in two apparently identical SRMT Use and Occupancy Deeds issued on a May 9, 2000 and a June 6, 2000, (Transactions #2 and 3). The Court will not disturb the boundaries of the .87 acre parcel, Lot #681-B-1, deeded to the AHA. See EXHIBIT A Instead, the misappropriated 3500+ square foot section will be taken from the Paul Chubb Estate and returned to Louis Roundpoint, based on the grant given by Margaret Porter in 2001.

Therefore the Court finds that equity requires reapportionment of the overlapping parcels described in Transaction #1, (the Margaret Porter to Paul Chubb Deed), and Transaction #4, (the Margaret Porter to Louis Roundpoint Deed), by “re-placing” the 3597 square foot section (misappropriated from the Margaret Porter Estate), around the Homestead located on Lot #681-B. See EXHIBIT B

Appellant's Deed should also be modified to reflect the correct boundaries of Mr. Roundpoint's parcel around the western and southern boundaries of the 1.226 acre parcel which was deeded to Paul Chubb by Margaret Porter in 1999, as also reflected in EXHIBIT B.

This permits Mr. Roundpoint to retain the Homestead as agreed by the parties and as indicated in his Deed, and returns to him the portion of the .82 acres deeded to him by Margaret Porter which DO NOT overlap with the 1.226 acre parcel deeded to Paul Chubb.

These boundary modifications, as reflected in Exhibit B, shall be included and reproduced in any revision of the July 31, 2001 Deed re-issued to Louis Roundpoint.

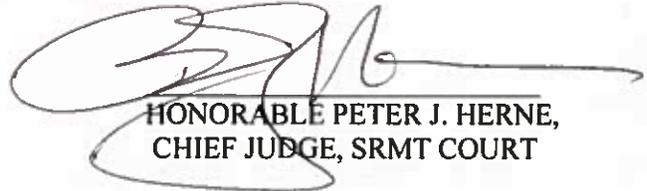
EXHIBIT C outlines the modified boundaries of Lot #681-B, the Paul Chubb Estate. These modifications occur as a result of the "re-placing" of the 3597 square foot section around the "Homestead" and should also be reflected in any deed issued for the remaining .35 acres of the Paul Chubb Estate.

The Court also finds that settling the Estate of Paul Chubb will require further action by Brenda Chubb, David Chubb, and/or other heirs to Paul Chubb's Estate .

This constitutes the Decision and Order of the Court.

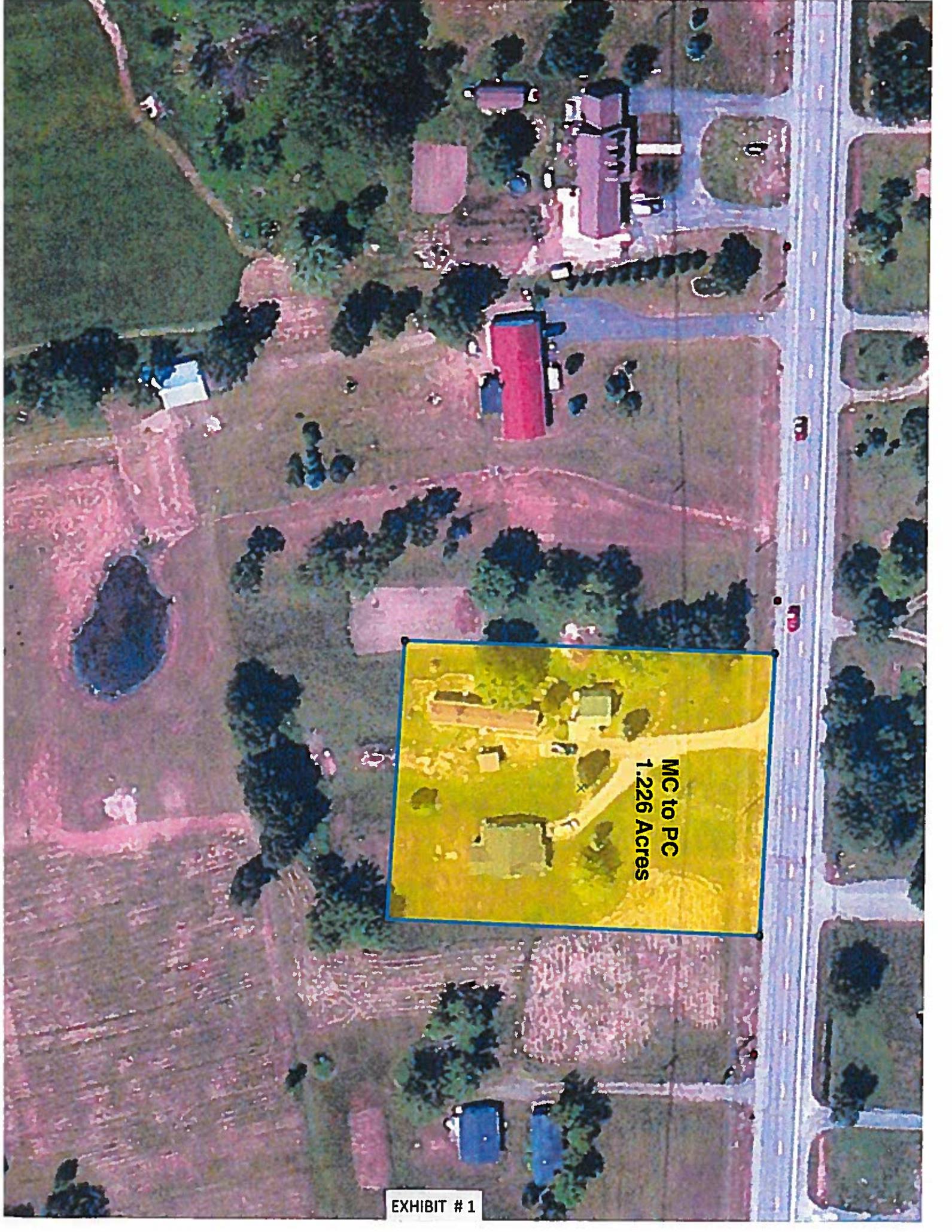
DATED:

2/16/15



HONORABLE PETER J. HERNE,
CHIEF JUDGE, SRMT COURT





**MC to PC
1.226 Acres**

EXHIBIT # 1



PC TO AHA
 0.87
 ACRES
 MAY 9,
 2000
 MP TO H
 PC
 JULY 10
 1999



MP to PC
July 10th, 1999

PC to AHA
0.87 Acres
May 9th, 2000

MP to LR
July 31st, 2001

EXHIBIT # 3



MP to LR
July 31st, 2001

BC to DC
December 15th, 2009

MP to PC
July 10th, 1999

PC to AHA
0.87 Acres
May 9th, 2000



EXHIBIT A



EXHIBIT B

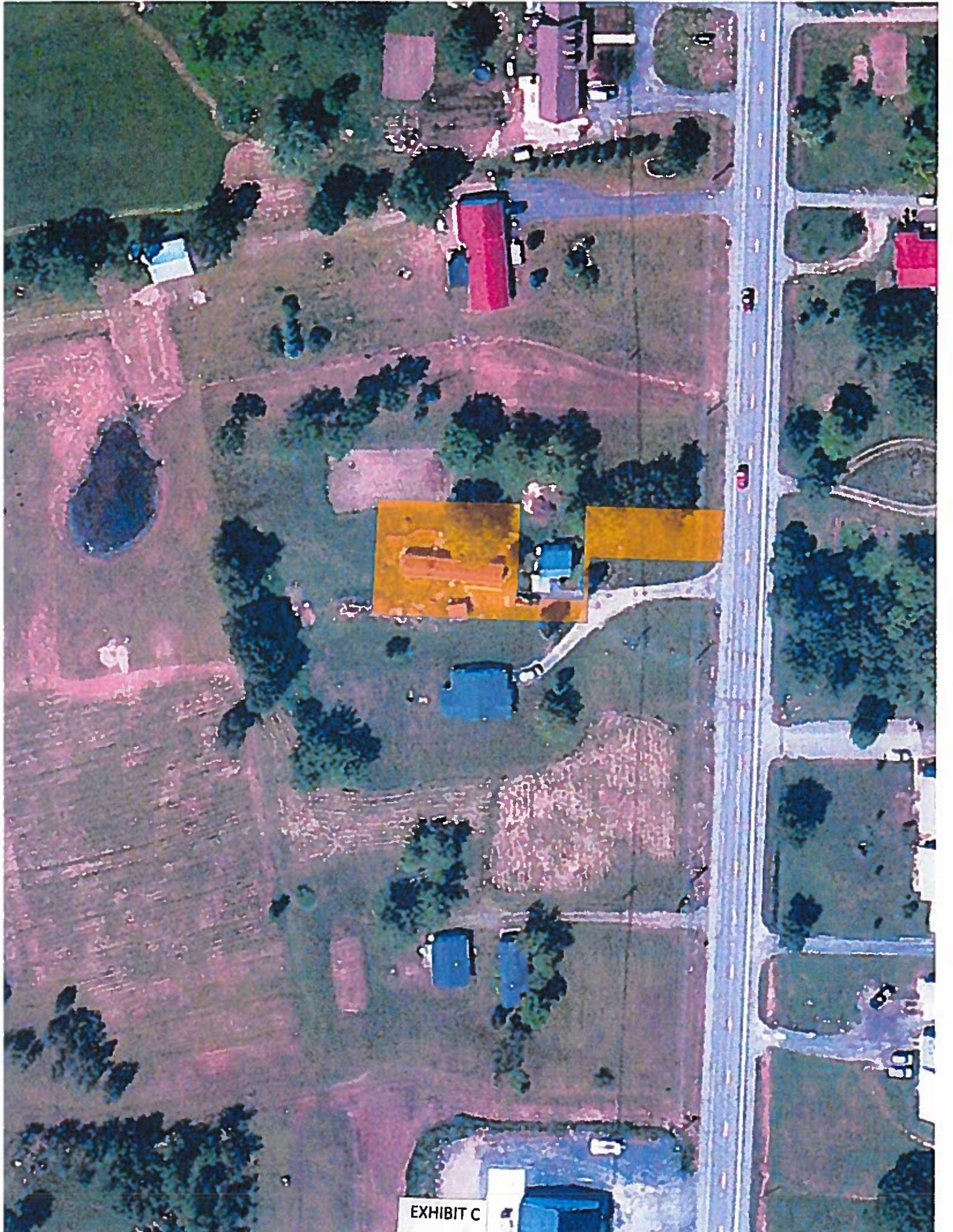


EXHIBIT C