

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

Donald Q. Doxtator,
Petitioner;

v.

CASE NO: 23-TC-007

DATE: August 3, 2023

Carla Lilly and Donald Lilly,
Respondents.

FINAL ORDER

This case came before the Oneida Trial Court, Honorable Patricia Ninham Hoeft presiding.

Appearing in-person: Petitioner, Donald Q. Doxtator; Respondents, Carla Lilly, and Donald Lilly.

BACKGROUND

On June 14, 2023, Petitioner filed a complaint against Carla Lilly and Donald Lilly, his sister and her husband, seeking the return of a house Petitioner claims to be the rightful owner of. The house is situated on Oneida Nation tribal trust land. On July 19, 2023, a pre-trial hearing was held. At the hearing, Petitioner claims he and his sister verbally agreed about 25 years ago that Petitioner, who resided in Kansas at that time, agreed to provide for the transfer of his tribal trust land lease and the house situated on that trust land to his sister on the condition she transfer the trust land lease and house back to him when she was able to secure her own residence or upon Petitioner's return to Oneida. At the hearing, Petitioner confirmed this was a verbal agreement with Ms. Lilly. Ms. Lilly said there was never a verbal agreement requiring her to return the land lease and house to her brother and sold the house in 2019 or 2020.

On June 9, 1994, Donald E. Doxtator, father of both Petitioner and Ms. Lilly, died. In the father's Last Will and Testament, he devised to Petitioner the land lease including the house on that land. On March 1, 1995, the Oneida Business Committee adopted a resolution approving the

transfer of the father's tribal trust land lease to Petitioner. On August 5, 1998, Petitioner asked the Oneida Division of Land Management to transfer his tribal trust land lease to Ms. Lilly. On March 29, 1999, the Great Lakes Agency of the U.S. Bureau of Indian Affairs (BIA) approved a residential lease between Petitioner's sister and the Division of Land Management for the parcel, which included the house, at 4890 N. County Line Road, Oneida, WI.

Also, Petitioner seeks to recover \$250,000.00 from Respondents for residing in the house and then, after they vacated the house, for collecting rental income that Respondents benefitted from by renting the house without Petitioner's consent.

ISSUES

1. Does the Trial Court have subject matter jurisdiction to adjudicate disputes over terms in a verbal agreement?
2. Does the Trial Court have subject matter jurisdiction over small claims actions seeking more than \$5,000.00?

FINDINGS OF FACT

1. The Court lacks subject matter jurisdiction over this matter.
2. Notice was given to all those entitled to notice.
3. Donald Q. Doxtator, the Petitioner, and Carla D. (Doxtator) Lilly, one of the Respondents, are brother and sister.
4. On June 14, 2023, Petitioner filed a complaint against Carla Lilly, and her husband, Donald Lilly, seeking \$250,000.00 and return of a land lease and a house situated on that land owned by Ms. Lilly since 1999. Petitioner claims he is the rightful owner of the land lease and house at 4890 N. County Line Road, Oneida, Wisconsin.
5. On July 19, 2023, a pre-trial hearing was held.
 - a. The parties appeared without legal representation.
 - b. The parties declined peacemaking and mediation.
6. Donald E. Doxtator, father to both Petitioner and Ms. Lilly, died on June 9, 1994. In the father's Last Will and Testament, he devised his house and the tribal trust land lease to Petitioner.
 - a. The house is situated on an Oneida Nation tribal trust land parcel at 4890 N. County Line Road, Oneida, WI 54155.

7. A March 1, 1995 Oneida Business Committee resolution, #3-1-95 FF, certified Petitioner accepted the tribal trust land lease transfer devised to him by his father's Last Will and Testament.
8. On August 10, 1998, the Oneida Division of Land Management received a letter from Petitioner, dated August 5, 1998. On the letter in the upper left corner is the address: Don Doxtator, 230 W 9th, Horton, KS 66439. The letter stated the following:

“I am asking to change present ownership from myself to Carla Doxtator. We have discussed this and she agrees with this decision. She presently rents from one of your establishments and realizes that she would have to evacuate. I believe she would like to give you a 30 day notice on that other property on the 1st of September and move into 48900 N Cty Ln Rd address on the 1st of October, if the land Committee agrees with this.”
9. On March 29, 1999, the Great Lakes Agency of the U.S. Bureau of Indian Affairs (BIA) approved a residential lease entered into between the Oneida Tribe of Indians of Wisconsin Division of Land Management and Respondent, Carla D. Doxtator, for the parcel of tribal trust land and use of the premises at 4890 N. County Line Road, Oneida, WI 54155.
10. Petitioner admitted the agreement with his sister that she return the land and house to him when she found a different place to reside or when he returned to Oneida was a verbal agreement.
11. On March 8, 2017, Petitioner submitted a request to the Oneida Division of Land Management requesting the return of his tribal land lease and house at 4890 N. County Line Rd, Oneida, Wisconsin, because he “ made a mistake in letting Carla take up residence at my house. I would like it back.”
 - a. Petitioner admitted his request was denied by the Land Management Division.
12. Ms. Lilly contested Petitioner's allegation that she and Petitioner verbally agreed she would transfer the land lease and house back to Petitioner upon her securing her own residence or Petitioner's return to Oneida. Ms. Lilly said there was never any agreement between herself and Petitioner requiring her to return the house to Petitioner.
13. On June 23, 2003, the Oneida Tribe of Indians of Wisconsin, through its Oneida Land Commission, approved an Assignment of Lease for Financing agreement for \$49,500.00

between Bay Bank and Respondent, Carla D. Doxtator, for the purpose of developing the leasehold premises at 4890 N. County Line Road, Oneida, WI 54155.

14. Ms. Lilly said she sold the house at 4890 N. County Line Road but was unable to provide the date of the sale, admitting the sale took place in 2019 or 2020.

PRINCIPLES OF LAW

Oneida Judiciary, Title 8 Judiciary – Chapter 801

801.5-2. *Subject Matter Jurisdiction.* The Tribe is a sovereign nation and reserves all sovereign rights, authority and jurisdiction consistent with being a sovereign nation. The Trial Court shall have subject matter jurisdiction over cases and controversies arising under the following:

(d) where a disagreement over the terms, interpretation or enforcement of a written contract, where at least one (1) of the parties is an agency or where both parties meet the personal jurisdiction requirements listed in 801.5-4.

(1) Statute of Limitations. In all cases requiring interpretation or enforcement of a contract, the suit must be filed within twenty-four (24) months of either:

(A) the date a party breaches the terms of the contract; or

(B) in actions for declaratory relief, the date a dispute arises as to the interpretation of the contract.

(f) small claims actions where the amount in controversy is five thousand (\$5,000.00) [dollars] or less.

Oneida Judiciary Rules of Civil Procedure, Title 8. Judiciary – Chapter 803

803.9-8. (c) *Lack of Subject-Matter Jurisdiction.* If the Court determines at any time that it lacks subject-matter jurisdiction, the Court shall dismiss the action.

ANALYSIS

The Oneida Nation Judiciary law defines the kinds of cases that can be heard by the Trial Court. Section 801.5-2 of the Judiciary Law grants the Trial Court power to hear disputes arising from written contracts filed with the court within two years after the dispute began or the contract was breached. Regarding disputes to recover money, e.g. Small Claims, the Judiciary Law limits the court's power to hear claims of \$5,000.00 or less.

Here, the court can only hear disputes arising from written contracts and is barred from hearing disputes arising from verbal contracts or agreements. Section 801.5-2 of the Judiciary Law grants the Trial Court power to hear disputes arising from written contracts. In this case, Petitioner claims he entered into a verbal agreement with Respondent Carla D. Lilly, also known as Carla D. Doxtator, his sister, about 25 years ago, allowing her to reside in a house on a tribal trust land lease that Petitioner inherited from his father, Donald E. Doxtator. Petitioner was living in Kansas when he claims he entered into a verbal agreement with his sister to transfer the tribal trust land lease and the house situated on that land he inherited from his father to his sister. At the July 19, 2023 pre-trial hearing, Petitioner provided the court with an Oneida Business Committee resolution, #3-1-95-FF, approving transfer of the tribal trust land lease from Petitioner's father to Petitioner. At the hearing, Petitioner said he agreed to transfer the house and land lease to his sister because Oneida land leasing rules prohibited him from continuing to lease the land if he owned other residences. Because Petitioner did not want to lose the house, he claims he and his sister verbally agreed Petitioner would provide for the transfer of his tribal trust land lease and the house situated on that trust land to his sister on the condition she transfer the trust land lease and house back to her brother when she was able to get a place of her own or when he returned to live in Oneida. At the hearing, Petitioner admitted he has nothing in writing to prove existence of the verbal agreement.

To contest Petitioner's claim, Respondent Carla Lilly said there was never an agreement. Ms. Lilly said she and her brother were on good terms when he signed the land lease and house over to her in 1998. She said she always understood she was the owner of the property which she demonstrated by providing the court with a copy of a 1998 letter written by Petitioner asking the Land Management Division to "change present ownership from myself to Carla Doxtator" to allow his sister to move into the house at 4890 N. County Line Road. The letter was received by the Land Management Division on August 10, 1998. Additionally, Respondent provided the court with a copy of the residential lease between Respondent and the Land Management Division that was approved by the BIA Great Lakes Agency on March 29, 1999. The lease shows Respondent as owner of the house on the land. Finally, Ms. Lilly provided the court with a copy of a 2003 Assignment of Lease for Financing agreement between herself, Bay Bank, the Oneida Division of Land Management, and the BIA Great Lakes Agency. The financing

agreement allowed Ms. Lilly to borrow \$49,500.00 from Bay Bank using the house as the security interest to make repairs to the house.

Based on these admissions, the court finds Petitioner's dispute arises from a verbal agreement. Petitioner admitted he is unable to prove his allegation of an agreement with his sister because it was a verbal agreement, and Respondent denies any agreement existed. Because the court is limited under Section 801.5-2 (d) to hearing disagreements over terms, interpretation or enforcement of a written contract, the court is barred from hearing this dispute over an alleged verbal agreement.

Additionally, even if Petitioner's alleged agreement was in writing, the statute of limitations bars the court from hearing this dispute because it was filed with the court within two years after the dispute was initiated. Section 801.5-2(d)(1) of the Judiciary Law requires disputes arising from written contracts to be filed within two years after a breach of the contract or the date of the interpretation of the contract leading to the dispute. In this case, Petitioner admitted his attempt in 2017 to get the house and land lease transferred back to him was denied by the Division of Land Management. Petitioner provided the court with a copy of his letter received by the Division of Land Management on March 8, 2017, claiming his sister was required to return the land and house to him when she vacated the property to live with her husband. Because contract disputes must be filed within 24 months after the dispute begins, the court finds it is barred from hearing this dispute that began more than six years ago when Petitioner petitioned the Land Management Division in 2017. Thus, the court finds Petitioner's dispute does not arise from a written agreement or contract and it was filed with the Trial Court after the 24-month statute of limitations. Therefore, the court finds it lacks subject matter jurisdiction to hear Petitioner's claim.

Finally, Petitioner seeks to recover \$250,000.00 for unpaid rent Petitioner claims Respondent Carla Lilly owes him for residing in the house and also for rental income Petitioner claims his sister collected by renting the house without his consent. Because the court is authorized to hear claims seeking \$5,000.00 or less, the court finds it lacks subject matter jurisdiction over Petitioner's claim for \$250,000.00.


In conclusion, the Court need not consider the merits of Petitioner's claims because the court lacks subject matter jurisdiction to hear disputes arising from verbal agreements seeking to recover more than \$5,000.00 and filed after the 24-month statute of limitations period. Therefore, the court dismisses Petitioner's claim without prejudice, so Petitioner is not barred from bringing his claims in a court of competent jurisdiction.

ORDER

Petitioner's complaint is dismissed without prejudice.

IT IS SO ORDERED.

By the authority vested in the Oneida Trial Court pursuant to Resolution 01-07-13-B of the General Tribal Council, this order was signed on August 3, 2023.



Patricia Ninham Hoeft, Trial Court Judge