



SUPREME COURT
OF THE
ROSEBUD SIOUX TRIBE

Michael Crow Eagle, Plaintiff/Appellant, v. Darleen Crow Eagle, Defendant/Appellee.	CA 14-01 MEMORANDUM OPINION AND ORDER
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Per Curiam (Charles Abourezk, Chief Justice and Associate Justices Frank Pommersheim and Pat Donovan)

FACTS AND PROCEDURAL HISTORY

This matter comes before this Court from a Memorandum Decision and Order from the trial court. Michael Crow Eagle, hereinafter referred to as Appellant, brought a complaint for a Quiet Title action against Darlene Crow Eagle, hereinafter referred to as Appellee, by way of a Declaratory Judgment to request that the trial court declare a specific mutual help home to be Appellant's property. The history and paperwork of the Mutual Help Home at the heart of this case is often convoluted, voluminous and confusing.

Iver Crow Eagle, Sr. is the father of Appellant and Appellee. Iver Crow Eagle, Sr. was assigned 40 acres of land on the Rosebud Sioux Indian Reservation. In 1978, Tribal Land Enterprise (TLE) and Iver Crow Eagle, Sr. leased 2.5 acres of the 40 acre assignment to the Rosebud Housing Authority for the purpose of a home site. In the same year Iver Crow Eagle, Sr. signed what is known as a Mutual Help and Occupancy Agreement to purchase a home located on the 2.5 acre home site. Iver Crow Eagle, Sr. signed this agreement as homebuyer and his wife, Myrtle Crow Eagle signed the agreement as homebuyer's spouse. In Article X of the agreement Appellant is listed as the designated successor in the event of the death of all persons who have executed the agreement as homebuyers.

In 1989 Iver Crow Eagle, Sr. requested the TLE Board of Directors re-assign his 40 acre assignment, which included the 2.5 acre home site where the mutual help home is located, to Appellant, which was approved. Iver Crow Eagle, Sr. passed away in 1989 without leaving a will. A BIA probate was held that did not distribute the home in question. As far as can be ascertained from the record, no tribal court probate was ever held.

In 1998 Myrtle Crow Eagle paid off the home and the Rosebud Housing Authority conveyed the home to Myrtle Crow Eagle. The document conveyed to Myrtle Crow Eagle all of the Rosebud Housing Authority interest, if any, in the land and the house.

On May 15, 2009 Myrtle Crow Eagle applied for a residential lease for the 2.5 acres where the home is situated. In her application she named Appellee as beneficiary of the lease. On May 29, 2009 Myrtle Crow Eagle entered into a residential lease with the BIA to lease the 2.5 acres. There is no designation of beneficiary to this lease. At any rate, the lease is for the land and not the home in question because at this point the Rosebud Housing Authority had conveyed its interest in the home to Myrtle Crow Eagle. The lease term states that the lease may be transferred by will or by intestate inheritance in accordance with the laws and customs of the Rosebud Sioux Tribe.

Myrtle Crow Eagle died on January 17, 2011 without leaving a will. A BIA probate was held that did not distribute the home in question. As far as can be ascertained from the record, no tribal court probate was ever held.

There is an ongoing dispute between Appellant and Appellee of who owns the home. Appellee currently occupies the home. Appellant contends he is the rightful owner of the home because he was named as the designated beneficiary by Iver Crow Eagle, Sr. in the Mutual Help and Occupancy Agreement and based on oral intent it was Iver and Myrtle Crow Eagle's wishes

that the home pass to Appellant upon their deaths. He further asserts that wills on the reservation are nonexistent and based on a culture of oral tradition their intent was for him to have the home. On the other hand, Appellee contends that she entitled to the home because Myrtle Crow Eagle verbally left her the home after she paid off the house under the Mutual Help and Occupancy Agreement and was given a deed. She further asserts that she is the designated beneficiary on the lease for home site application even though she is not named in the actual lease as beneficiary.

DISCUSSION

The trial court found that neither Appellant nor Appellee was entitled to ownership of the home and dismissed Appellant's Complaint for Quiet Title. The trial court found that Appellant was not entitled to ownership as Article X designation of beneficiary of the Mutual Help and Occupancy Agreement never became effective because, although Iver Crow Eagle, Sr. passed away prior to the being paid off, Myrtle Crow Eagle eventually paid off the home and received a conveyance of the home from Rosebud Housing Authority and she became the sole owner. The trial court found Appellee was not entitled to ownership because the Residential Lease signed by Myrtle Crow Eagle did not designate a beneficiary even though the application indicated Appellee was designated beneficiary of the residential lease for the 2.5 acres.

The trial court was correct in ruling that neither party was entitled to ownership through a quiet title proceeding. A quiet title action was not the appropriate forum to resolve the issue. There still remains the question of who was entitled to possession and ownership of the mutual help home. This Court therefore affirms the trial court's decision without prejudice to the parties filing a probate proceeding to determine ownership of the home. Since this Court affirms the trial court's decision without prejudice it is ordered that a joint probate proceeding of Iver Crow

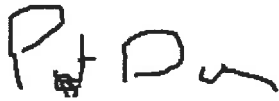
Eagle, Sr. and Myrtle Crow Eagle is the appropriate forum to resolve the issue of the ownership of the home.

ORDER

IT IS HEREBY ORDERED, that a probate proceeding to resolve ownership of the home consistent with this opinion be commenced by a party in interest in this matter within 60 days of this decision.

Dated this 29th day of August, 2014.

FOR THE COURT:

A handwritten signature in black ink, appearing to read "Pat Donovan". The signature is written in a cursive style with a horizontal line underneath the name.

Pat Donovan, Associate Justice