

**FILED**

NOV 17 2017

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION

Clerk, U S District Court  
District Of Montana  
Billings

MICHAEL F. LAFORGE Plaintiff,  V.  JANICE GETS DOWN, NATASHA S. MORTON, LEROY NOT AFRAID, SHELIA WILKENSON NOT AFRAID,  Defendants,	CV-17-48-BLG-BMM-TJC   BRIEF
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**PLAINTIFFS' BRIEF**  
**SUBJECT TO CASE CV-17-48-BLG-BMM-TJC**

**UNITED STATES v. JAMES DANIEL GOOD REAL PROPERTY, (1993) No. 92-1180 Argued: October 6, 1993 Decided: December 13, 1993** "Good asserted that he was deprived of his property without due process of law"

Community property states "Community property is marital property regime in which most property acquired during the marriage (except for gifts and inheritances), the *community*, or *community bonorum*, is owned jointly by both spouses and is divided upon divorce, annulment or, death."

"If property is held as community property, each spouse technically owns an undivided one-half interest in the property. This type of ownership applies to most property acquired by each spouse during the course of the marriage. It generally does not apply to property acquired prior to the marriage or to property acquired by gift or inheritance during the marriage. After a divorce, community property is divided equally in some states and according to the discretion of the courts in the other states."

**“Bureau of Indian Affairs PROCEDURAL HANDBOOK Leasing and Permitting  
Chapter 4 – Business Leasing**

Comes now MICHAEL F. LAFORGE, I Should like my home back for pain and suffering. These people left me homeless with my illness, as I am a cancer patient, as well as a Vietnam veteran. I served my country for these peoples freedom and this is the treatment I got from my own tribal court and the attorney whom she was defended by. I think I deserve what want.

35 Million – Natasha Morton

25 Million – Leroy Not Afraid, Shiela Wilkenson Not Afraid

10 Million – Janice Gets down Often

Community property states “**Community property** is marital property regime in which most property acquired during the marriage (except for gifts and inheritances), the *community*, or *community bonorum*, is owned jointly by both spouses and is divided upon divorce, annulment or, death.”

“If property is held as community property, each spouse technically owns an undivided one-half interest in the property. **This type of ownership applies to most property acquired by each spouse during the course of the marriage. It generally does not apply to property acquired prior to the marriage or to property acquired by gift or inheritance during the marriage.** After a divorce, community property is divided equally in some states and according to the discretion of the courts in the other states.”

According to Evidence Allotment 1023-A & 1023-B are currently still owned by Plaintiff Michael Laforge and his siblings. “**Bureau of Indian Affairs PROCEDURAL HANDBOOK Leasing and Permitting Chapter 4 – Business Leasing**” it states that consent must be obtained from the landowners.

When Allotment 1023-B was Deeded consent was NOT obtained from all landowners (see evidence of land and Allotment Description). So the

The plaintiff inherited the home in which community property states it is not part of the community property of the marriage.

Also deprivation of property in which he was not given due process, at which time the plaintiff was battling cancer and was in chemotherapy. Also said property was awarded to defendant with plaintiff not present at the time, because of chemotherapy.

Comes now MICHAEL F. LAFORGE, Plaintiff is asking for damages for the illegal removal of his Home and vehicles he purchased with his own money. House in Hardin MT he paid for also. Also Compensatory Damages, Punitive Damages from Defendant JANICE GETS DOWN

Compensatory Damages, Punitive Damages

Damages: oppressive and unconstitutional action by government servants. Defendants LEROY NOT AFRAID AND SHELIA WILKENS ON NOT AFRAID fall under this definition.

PLAINTIFF MICHAEL LAFORGE

*Michael La Forge*  
*Date 10-17-17*

Encumbrance (Deeds of  
Trust/Leasehold Mortgage)

**ENCUMBRANCE (DEEDS OF TRUST/LEASEHOLD MORTGAGE)****Purpose**

To provide the procedure for processing leasehold mortgage documents (Deeds of Trust).

**Scope**

A Realty Specialist (Processor) will administer the lease. All actions must be approved by the appropriate delegated line official. All such transactions must be recorded in the LTRO.

**Process**

**Step 1:** Review a proposed leasehold mortgage package. (See [Attachment 15B - Sample Deed of Trust and Assignment of Rents with Certificate of Approval.](#))

- ☐ Ensure consent(s) has been obtained from the Indian landowners, if required.
- ☐ Ensure consent(s) has been obtained from the holders of the lessee's bond.
- ☐ Determine if:
  - ☐ The mortgage is in the best interests of the Indian landowners
  - ☐ The lessee's ability to comply with the lease would be adversely affected by any new loan obligations
  - ☐ Remedies for violations that are currently available to the government or to the Indian landowners pursuant to the lease would be further limited
  - ☐ There is no compelling reason to withhold approval in order to protect the best interests of the Indian landowners
  - ☐ Any rights of the Indian landowners would be adversely affected in the event of a loan default by the lessee
- ☐ Ensure the leasehold mortgage is for the purpose of borrowing capital for the development and improvement of the leased premises and the mortgage does not secure any unrelated debts owed by the lessee to the mortgagee.

**Step 2:** Determine the applicable administrative fees.

- ☐ Charge an administrative fee each time a leasehold mortgage is approved. These fees will be paid by the lessee to cover the costs in preparing or processing the documents and administering the lease.

## Leasing and Permitting Chapter 4 – Business Leasing

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- ☐ The minimum administrative fee is \$10.00 and the maximum administrative fee is \$500.00. Any administrative fees that have been paid are non-refundable; however, all or part of these administrative fees may be waived.
- ☐ If all or part of the expenses of the work is paid from tribal funds, the tribe may establish an additional or alternate schedule of fees.

**Step 3:** Send the lease transaction to the delegated authorized official for approval.

**Step 4:** Send the mortgage to the LTRO for recordation. (See [Attachment 9B - Recordation Form](#).)

**Step 5:** Record the mortgage in the agency leasing system.

REVIEW		
Revision #	Change	Effective Date
0	Initial Issuance	

END OF PROCEDURE



202 37903



## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Crow Indian Agency

Box 69

Crow Agency, Montana 59022

IN REPLY REFER TO:  
Real Estate Services  
A&D/Rltv

September 1, 2005

### MEMORANDUM

TO: Regional Director, Rocky Mountain Region.

Attention: Real Estate Services, Titles and Records Code 371

FROM: Real Estate Services, Acquisition and Disposal, Code 373

SUBJECT: Certification In Compliance With 25 CFR 150 and 54 BIAM, Supplement 9,  
For Recording of Approved Conveyance Document

This is to Certify that the Attached Deeds are in conformity with existing laws and regulations and all realty records checked as to description, ownership and proper identification of Grantor/grantee and conformity extends to and include all supporting documents and other material as may be specified and required in the Code of Federal Regulations for

#### Sale To Individual

for land described as: A1. No.1023-B, Fred Dawes, W/2SE/4SE/4NW/4NE/4 sec. 29, T. 1

S., R. 34 E., containing 1.25 acres, more or less.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Between: Patsy Yellowtail and Melva G. Pretty Paint Iron

Approved June 13, 2005

Attachments

*Debra Scott*

(Do not write in this space)

202 37903

5-183  
(Sept. 1956)Land being conveyed was  
Allotted to Fred Dawes  
Allottee No. 1023-BUNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

## DEED TO RESTRICTED INDIAN LAND

THIS INDENTURE, made and entered into this 8th day of June  
Two thousand and Five, by and between: Patsy Yellowtail, Unallotted Crow No. 7383, Larry  
Yellowtail, her husband  
of The Crow Reservation Indians, part ies of the first part and the United States of America in  
trust for Melva G. Pretty Paint Iron, Unallotted Crow No. 6298  
of the Crow Indian Reservation, part y of the second part:

WITNESSETH, That said part ies of the first part, for and in consideration of the sum of  
Three Thousand Dollars and No/100 (\$3,000.00)  
in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey  
unto said part y of the second part the following-described real estate and premises situated in  
Big Horn County, State of Montana on the Crow Indian Reservation, to wit:  
SURFACE ONLY: W½SE¼SE¼NW¼NE¼ sec. 29, T. 1 S., R. 34 E., Principal Meridian, Montana, containing  
1.25 acres, more or less, subject to all valid existing rights-of-way and leases in effect of record, subject to all  
valid irrigation liens for construction, operation and maintenance charges pursuant to law relative thereto.

THIS CONVEYANCE IS MADE IN ACCORDANCE WITH THE ACT OF JUNE 4, 1920 (41 STAT. 736)  
AND JANUARY 12, 1983 (96 stat. 2515).

Part ies of the first part, for themselves and their heirs, executors, and administrators, do hereby  
covent, promise, and agree to and with the said party y of the second part, it's successors and assigns,  
that she will forever warrant and defend the said premises against the claim of all persons, claiming  
or to claim by, through, or under herself only.

To have and to hold said described premises unto the said part y of the second part, her  
heirs, executors, administrators, and assigns, forever.

IN WITNESS WHEREOF, the said part ies of the first part have hereunto set their hands and seals  
the day and year first here above written.

WITNESSES

Patsy Yellowtail [SEAL]  
Patsy Yellowtail

[SEAL]

Larry Yellowtail [SEAL]  
Larry Yellowtail

[SEAL]

[OVER]



The within deed is recorded in the Bureau of Indian Affairs in  
Volume \_\_\_\_\_, Page \_\_\_\_\_, deeds to Indian  
Lands.



# 1023 A, B, C, Private Ownership



## Legend

### Points

### Name



Power Pole



Water Well

### Item

### ITEM

Area to be Gift Conveyed

Concrete Slab

Mike Laforge Proposed Homesite

### OwnerClass

Private

Allotment Boundary





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PRETTY PAINT MELVIN

1023-A

029

Water Well

Mike Laforge Proposed Homesite

Power Pole

Concrete Slab

001S034E

Ray Iron Proposal Exchange

1023-B

Area to be Gift Conveyed

PRETTY PAINT MELVIN

North Arrow



United States Department of the Interior  
Bureau of Indian Affairs  
Title Status Report

Report Certification Time and Date: 08/18/2003 10:00:00 PM

Requestor: VBENDS Date/Time: 11/16/2017 14:36:23

Land Legal Description

Land Area	Land Area Name	Tract Number	LTRO	Region	Agency	Resources
202	CROW	1023 -A	BILLINGS, MT	ROCKY MOUNTAIN REGIONAL OFFICE	CROW AGENCY	Surface

  

Section	Township	Range	State	County	Meridian	Legal Description	Acres
29	001.00S	034.00E	MONTANA	BIG HORN	Principal		37.810

METES AND BOUNDS: N $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ ,  
LESS 0.94 ACRES M & B DESCRIBED IN THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , (DOC. 202-22825) FOR A TOTAL  
OF 37.81 ACRES, MORE OR LESS.

TOTAL TRACT ACRES: 37.810

Title Status

Tract 202 1023 -A is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "A" attached to and incorporated in this Title Status Report.

The title to Tract 202 1023 -A is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents as listed on Appendix "B" attached to and incorporated in this Title Status Report.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

## Appendix "A"

Effective Ownership as of 08/18/2003

----- OWNER -----				- DOCUMENT -		NAME IN WHICH	FRACTION TRACT	AGGREGATE SHARE	AGGREGATE
Tribe	Indian or Non-Indian	Title Status	Interest*	Class	Type	SURNAME/FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
CROW - MT	Indian	Trust	All	Prob Ord	INTE	WALLACE	1	1	
						RACHEL M	5	5	.2000000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	LAFORGE SR	1	1	
						DONNIE W	5	5	.2000000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	JOE	1	1	
						CLARA E	5	5	.2000000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	YELLOWTAIL	1	1	
						PATSY L	5	5	.2000000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	LAFORGE	1	1	
						MICHAEL	5	5	.2000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	5
	5 1.0000000000
IN FEE:	0
	5 .0000000000
TOTAL:	5
	5 1.0000000000



## Appendix "B"

Ownership of Tract 202 1023 -A is encumbered by the following:

Contract Type/Contractor Name	Contract Number	Contractor ID	Begin Date	Expiration Date	Leased Acres	Record Image#
Electric Line and Power	15153	202C200632	09/16/1968	09/15/2018	37.810	202 15153
MONTANA DAKOTA UTILITIES COMPANY						
Oil and Gas Pipeline	15155	202C200632	09/06/1968	09/05/2018	.000	202 15155
MONTANA DAKOTA UTILITIES COMPANY						
Highways and Roads	15185	202C200930	01/15/1968	PERPETUAL	37.810	205 15185
MONTANA STATE HIGHWAY COMMISSION						
Railroad	1784	202C200975	04/08/1893	PERPETUAL	37.810	202 1784
BIGHORN SOUTHERN RAILROAD						
Telephone/Telegraph	1804	202C200682	02/05/1918	PERPETUAL	37.810	
MOUNTAIN STATES TELEPHONE AND						
TELEGRAPH CO						
Highways and Roads	1842	202C200930	10/30/1958	PERPETUAL	37.810	202 1842
MONTANA STATE HIGHWAY COMMISSION						
RESIDENTIAL	2123939722	202C250464	04/09/1997	04/08/2022	1.250	202 2123939722
RACHEL WALLACE						
Electric Line and Power	21844	202C200516	05/28/1980	PERPETUAL	37.810	202 21844
BIG HORN COUNTY ELECTRIC COOPERATIVE						
INC.						
Telephone/Telegraph	23054	202C200682	10/12/1982	10/11/2032	37.810	202-23054
MOUNTAIN STATES TELEPHONE AND						
TELEGRAPH CO						
Electric Line and Power	26577	202C200516	05/28/1987	PERPETUAL	37.810	202-26577
BIG HORN COUNTY ELECTRIC COOPERATIVE						
INC.						
Telephone/Telegraph	28192	202C200682	04/24/1991	04/23/2041	.118	202 28192
MOUNTAIN STATES TELEPHONE AND						
TELEGRAPH CO						
Fiber Optic	34710	202C200522	07/03/2000	PERPETUAL	37.810	202-34710
NEMONT TELEPHONE/PROJECT TELEPHONE						
CO						

Type of Encumbrance	Encumbrance Holder	Expiration Date	Document Number	Description and Explanation
MISCELLANEOUS	DAWES CLAUDE M		13060	RESERVATION OF AN UNDIVIDED 2/3 INTEREST IN ALL MINERALS, INCLUDING COAL, OIL AND GAS.
IRRIGATION UNIT	UNITED STATES SMALL BUSINESS ADM.		24909	IRRIGATION LIEN, ACT 3-7-28 (45 STAT 200-210); SUPPLEMENTED BY ACT 7-1-32 (47 STAT 564-565), ACT 6-4-20 (41 STAT 751) AMENDED & SUPPLEMENTED BY ACTS 5-26-26 (44 STAT 658) & 6-28-46 (60 STAT 333).
OIL & GAS PIPELINES	MONTANA-DAKOTA UTILITIES		15155	R/W FOR GAS PIPELINE, APPD 9-6-68, FOR TERM OF 50 YRS, PURSUANT TO THE ACT OF 2-5-48 (62 STAT 17).
RIGHTS OF WAY	MONTANA HIGHWAY COM	PERPETUAL	15185	R/W FOR STATE HIGHWAY, MAP APPD 1-15-68, PURSUANT TO THE ACT OF 2-5-48 (62 STAT 17).

## United States Department of the Interior

## Bureau of Indian Affairs

## Title Status Report

Report Certification Time and Date: 10/26/2005 10:00:00 PM

Requestor: VBENDS Date/Time: 11/16/2017 14:36:23

## Land Legal Description

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
202	CROW	1023 -B	BILLINGS, MT	ROCKY MOUNTAIN REGIONAL OFFICE	CROW AGENCY	Surface

  

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
29	001.00S	034.00E	MONTANA	BIG HORN	Principal	W SE SE NW NE	1.250
TOTAL TRACT ACRES:							1.250

## Title Status

Tract 202 1023 -B is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "A" attached to and incorporated in this Title Status Report.

The title to Tract 202 1023 -B is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents as listed on Appendix "B" attached to and incorporated in this Title Status Report.

The following notes apply to this land title:

202 37903/10

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

## Appendix "A"

Effective Ownership as of 10/26/2005

----- OWNER -----				- DOCUMENT -		NAME IN WHICH	FRACTION TRACT	AGGREGATE SHARE	AGGREGATE
Tribe	Indian or Non- Indian	Title Status	Interest*	Class	Type	SURNAME/FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
CROW - KT	IndLan	Trust	All	Deed-TS	ACT 1983	PRETTYPAINT MELVA G	1 1	1 1	1.0000000000

\* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1 1 1.0000000000
IN FEE:	0 1 .0000000000
TOTAL:	1 1 1.0000000000

Ownership of Tract 202 1023 -B is encumbered by the following:

Contract Type/Contractor Name	Contract Number	Contractor ID	Begin Date	Expiration Date	Leased Acres	Record Image#
Electric Line and Power MONTANA DAKOTA UTILITIES COMPANY	15153	202C200632	09/16/1968	09/15/2018	1.250	202 15153
Oil and Gas Pipeline MONTANA DAKOTA UTILITIES COMPANY	15155	202C200632	09/06/1968	09/05/2018	1.250	202 15153
Highways and Roads MONTANA STATE HIGHWAY COMMISSION	1842	202C200930	10/30/1958	PERPETUAL	1.250	202 1842
Electric Line and Power BIG HORN COUNTY ELECTRIC COOPERATIVE INC.	21844	202C200516	05/28/1980	PERPETUAL	1.250	202 21844
Telephones/Telegraph MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO	23054	202C200682	10/12/1982	10/11/2032	1.250	202-23054
Type of Encumbrance	Encumbrance Holder	Expiration Date	Document Number	Description and Explanation		
IRRIGATION UNIT	UNITED STATES SMALL BUSINESS ADM.		24909	IRRIGATION LIEN, ACT 3-7-28 (45 STAT 200-210) SUPPLEMENTED BY ACT 7-1-32 (47 STAT 564-565), ACT 4-20 (41 STAT 751) AMENDED & SUPPLEMENTED BY ACTS 5-26-26 (44 STAT 658) & 6-28-46 (60 STAT 333).		
RIGHTS OF WAY	MONTANA HIGHWAY COMM	PERPETUAL	15185	R/W FOR STATE HIGHWAY, MAP APPD 1-15-68, PURSUANT TO THE ACT OF 2-5-48 (62 STAT 17).		