

and Traders Trust Company. In this mortgage contract is a description of a purchase of land and all the other appurtenances that are connected to the land for \$5,800.00 plus \$1,000.00 which he paid in cash and which does not appear on any records of this transaction though everything else was recorded properly in every manner, but nowhere in this mortgage does it state that this is Indian land or Indian territory. So on the surface, it would appear that Mr. Van Aernam has a mortgage contract that he is liable for for the purchase of lands that belong to the United States and that by the deed issued to him is free and clear of any other restrictions (Reference 4).

In January 1966, he received two pieces of correspondence plus a lease made out by the Seneca Nation of Indians to the white people from whom he purchased the land sent to him by Judge Kelley of Salamanca (Reference 5). Mr. Van Aernam took this lease to the Seneca Nation of Indians to have it removed from the tax rolls which we later found was never done (Reference 29). He had paid the full value for the purchase of land and buildings, mortgaged his deed and received a lease for this same land that was owned by someone other than the people from whom he bought which made him liable for the cost of the lease which is \$5.25. So the liability of Kenneth Van Aernam to the government of the United States is not legitimate because it was fraudulently conceived at all levels by legal instruments.

"A STATE COURT DOES NOT HAVE JURISDICTION IN A SUIT RESTING ON A CONTRACT CLAIM BROUGHT BY A NON-INDIAN AGAINST AN INDIAN WHERE THE CAUSE OF ACTION AROSE ON AN INDIAN RESERVATION, IN ACCORDANCE WITH THE POLICY OF CONGRESS, TO MAKE THEIR OWN LAWS, AND ADMINISTER THEM IN THEIR OWN COURTS." William v. Lee 358 U. S. 217, 79 S. CT. 269 3 L.Ed 2d 251 (1959).

"EACH TRIBAL MEMBER OF SENECA NATION OF INDIANS HAS AN UNDIVIDED INTEREST IN THE RESERVATION OF WHICH HE IS A MEMBER, AND NO INDIVIDUAL OWNS ANY PARTICULAR PART." United States v. Erie County, N. Y., et al. District Court, W. D. N. Y. Nov. 21, 1939.
"AS RESPECTS TRIBAL LANDS OF SENECA NATION OF INDIANS, ALLOTMENT OF TITLE IN SEVERALTY TO INDIVIDUAL MEMBER OF NATION COULD NOT BE MADE." 25 U. S. C. A. 339.

In the document MEMORANDUM OF UNDERSTANDING between the Commissioners of Indian Affairs and the Federal Housing Authority, none of the exhibits had been met or had even been attempted to have been brought to light dealing with this purchase of land and Kenneth Van Aernam as an Indian yet the mortgage contract was guaranteed by this memorandum. This land that he purchased from a white man for \$6,800.00 was in fact Indian land that was leased and this lease did not cede or transfer title to the United States which is a treaty violation and also a statutory violation.

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