

**Indian County Jurisdiction 101:
Case Study**

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An Indian Tribe and General Contractor enter into an agreement for construction of a new building on reservation land. A dispute arises over the construction relating to alleged delays and workmanship issues. The Tribe withholds payments from the General Contractor due to its complaints.

1. (a) Can the General Contractor sue the Tribe in New York State Supreme Court? (b) Does it make a difference if the contract includes a "choice of law" provision? (c) A forum selection clause?

2. The Tribe wishes to recover payments already made to the General Contractor due to poor workmanship. (a) Can the Tribe sue the General Contractor in Supreme Court? (b) If the Tribe asserts the claim, can the General Contractor counterclaim against the Tribe in Supreme Court?

3. Instead suppose the construction occurred off reservation land. (a) Can the General Contractor sue the Tribe for non-payment? (b) Can the Tribe sue the General Contractor for recovery of payments already made? (c) Can the General Contractor counterclaim against the Tribe?

4. (a) Can the General Contractor, or any of its unpaid subcontractors, assert mechanic's liens on the Tribe's reservation property? (b) Can they assert a mechanic's lien on the Tribe's non-reservation property?

5. Recognizing the tribal sovereign immunity problem, the General Contractor looks for ways to assert its claim against parties who do not have immunity. (a) can the General Contractor sue individual tribal leaders instead of the Tribe? (b) can the General Contractor sue non-Indian managers or employees (e.g., a director of finance) to compel them to make payment? (c) can the General Contractor sue the Tribe's outside project manager or architect, as the party responsible for contract compliance, based upon the Tribe's failure to comply with the contract?