

CHAPTER VII DOMESTIC RELATIONS

Section 1

Persons

Section 1.1

Minors Defined

Minors are:

1. Males under eighteen (18) years of age.
2. Females under eighteen (18) years of age.
3. Provided, that any male or female who has been married shall be competent to enter a contract, mortgage, deed of trust, bill of sale, and conveyance, and sue or be sued thereon.

Section 1.2

Unborn Child

A child conceived, but not yet born, is to be deemed an existing person so far as may be necessary for its interests, in the event of its subsequent birth.

Section 1.3

Contracts of Minors

- a. Disaffirmance. In all cases other than those specified below the contract of a minor, if made while he is an unmarried minor, may be disaffirmed by the minor himself, either before his majority or, in case of his death within that period, by his heirs or personal representatives.
- b. Necessaries. A minor can not disaffirm a contract otherwise valid, to pay the reasonable value of things necessary for his support, or that of his family, entered into by him when not under the care of a parent or guardian able to provide for him or them.
- c. Authorized by Law. A minor can not disaffirm an obligation otherwise valid, entered into by him under the express authority or direction of a statute or law.

Section 1.4

Contracts of Idiots

A person entirely without understanding has not power to make a contract of any kind, but he is liable for the reasonable value of things furnished to him necessary for his support or the support of his family.

Section 1.5

Contracts of Insane Persons

- a. General. A conveyance or other contract of a person of unsound mind, but not entirely without understanding, made before his incapacity has been judicially determined is subject to rescission.
- b. After Adjudication of Incapacity. After his incapacity has been judicially determined, a person of unsound mind can make no conveyance or other contract, nor delegate any power or waive any right until his restoration to capacity.

Section 1.5

(cont.)

But a certificate from the medical superintendent or resident physician of the insane asylum to which such person may have been committed, showing that such person has been discharged therefrom cured and restored to reason, shall establish the presumption of legal capacity in such person from the time of such discharge.

Section 2

Marriage

Section 2.1

Definition

Marriage is a personal relation arising out of a civil contract, to which the consent of parties capable of making it is necessary. Consent alone will not constitute a marriage; it must be followed by a solemnization, ~~or~~ by a mutual assumption of marital rights, duties or obligations. At the option of the parties, marriage may be initiated and consummated according to the tribal customs or common law tradition.

Section 2.2

Persons Who May Marry

Any unmarried male of the age of 18 years or older, and any unmarried female of the age of 18 years or older, and not otherwise disqualified, are capable of consenting to and consummating marriage. Provided that if the male party to the contract is under the age of 18 and not less than 16 years of age, or if the female party to the contract is under the age 18 and not less than 16 years of age, the license shall not be issued except upon the consent in writing duly acknowledged & sworn to by the father, mother or guardian of any such person if there be either. Provided further, that where the female is under the age of 16, or the male is under the age of 16, the license shall not issue except upon the consent in writing duly acknowledged or sworn to by the father, mother or guardian of such person if there by any such, and upon order of the court. Such order shall be secured upon petition of any interested party which petition shall show that the female minor under the age of 16, or the male minor under the age of 16, is physically and/or mentally so far developed as to assume full marital and parental duties, and/or that it is to the best interest of society that the marriage be permitted, A hearing shall be had on such petition forthwith or at such time and upon such notice as the court may designate. The judge shall secure from a physician his opinion as an expert as to whether said person is capable of assuming full martial duties and/or that it is to the best interest of society. If said court is satisfied from the evidence that such person is capable of assuming full marital duties and and/or that it is to the best interests of society, said court shall make an order to that effect.

Section 2.3

Proof of Consent and Consummation

Consent to and subsequent consummation of marriage may be manifested in any form and may be proved under the same general rules of evidence as facts in other cases.

Section 2.4

Voidable Marriages - Physical Incapacity - Fraud or Force

If either party to a marriage be incapable from physical causes from entering into the martial state, or if the consent of either be obtained by fraud or force, the marriage is voidable.

Section 2.5

Incestuous Marriages

Marriages between parents and children, between brothers and sisters of the one-half as well as the whole blood, and between uncles and nieces, or aunts and nephews, are incestuous and void from the beginning, whether the relationship is legitimate or illegitimate.

Section 2.6

Marriages Between First Cousins

All marriages between first cousins are prohibited.

Section 2.7

Polygamous Marriages

A subsequent marriage contracted by any person during the life of a former husband or wife of such person, with any person other than such former husband or wife, is illegal and void from the beginning unless: (1) the former marriage of either party has been annulled or dissolved; or, (2) such former husband or wife was absent and not known to such person to be living for the space of five successive years immediately preceding, or was generally reputed, and was believed by such person, to be dead at the time that the subsequent marriage was contracted. In either of which cases, the subsequent marriage is valid until its nullity is adjudged by a competent tribunal.

Section 2.8

Recognition of Foreign Marriages

All marriages contracted without the Fort Hall Indian Reservation, which would be valid by the laws of the State or Country in which the same were contracted, are valid in the jurisdiction of the Shoshone Bannock Tribal Court.

Section 2.9

Solemnization of Marriage

Marriage must be solemnized, authenticated and recorded as provided in this Chapter, but noncompliance with its provisions does not invalidate any lawful marriage.

Section 2.10

Duty of Person Officiating

All persons herein authorized to solemnize marriages must ascertain and be assured of:

1. The identity of the parties.
2. Their real and full names and place of residence.
3. That they are of sufficient age to be capable of contracting marriage.

4. If the male is under the age of eighteen (18) years, the consent of the father, mother or guardian, if any such, is given, or that such nonaged person has been previously but is not at the time married; and that the parties applying for the rites of marriage, and making such contract, have a legal rights so to do.

Section 2.11

By Whom Solemnized

Marriage may be solemnized by any Judge of the Shoshone Bannock Tribal Court, or any priest or minister of the gospel of any denomination.

Section 2.12

Form of Ceremony

No particular form of the ceremony of marriage is required, but the parties must declare, in the presence of the person solemnizing the marriage that they take each other as husband and wife.

Section 2.13

Examination of Witnesses

The Person solemnizing the marriage may administer oaths and examine the parties and witnesses for the purpose of satisfying himself that the contracting parties are qualified under the requirements of this chapter.

Section 2.14

Validity not Affected by Want of Authority

No marriage solemnized by any person professing to be a judge, or minister, is deemed or regarded void, nor is the validity thereof to be in any way affected on account of any want of jurisdiction or authority; provided, it be consummated with a full belief on the part of the persons so married, or either of them that they have been lawfully joined in marriage.

Section 2.15

Application of Certificate of Marriage

All persons desiring to have their marriage solemnized in accordance with the provisions of this Chapter shall first make application for a certificate of marriage with the clerk of the Shoshone Bannock Tribal Court.

Before a certificate of marriage shall issue the applicants shall present to the clerk a certificate from a licensed physician certifying that the applicant has been thoroughly examined for evidence of venereal disease, including a standard serological test for syphilis, made not more than thirty (30) days prior to the date of issuance of such license, and that in the opinion of the the physician, the applicant either is not infected with syphilis or other venereal disease, or if so infected is not in a stage of such disease which is or may become communicable to the marital partner.

After the filing of such medical certificate and payment of the required fee to the clerk, the clerk shall issue to the applicant a certificate of marriage in blank who shall then present said certificate to the person officiating at the marriage ceremony. Upon completion of the marriage ceremony the person solemnizing such shall complete and sign the certificate of marriage and shall then deliver it to the clerk of the above mentioned court within ten days after the ceremony. The clerk shall then place the seal of the Shoshone Bannock Tribes upon the original and place a copy in the court files. The original hearing the seal shall then be sent to the married couple.

Section 2.16

Solemnization Without Authority

No person shall be authorized to solemnize a marriage without first having before them a certificate of marriage issued by the clerk of the Shoshone Bannock Tribal Court.

If any person shall presume to solemnize any marriage between parties without such a certificate, or with knowledge that either party is legally incompetent to contract matrimony as provided for by the law of this Chapter, he shall be deemed guilty of a crime, and upon conviction thereof, shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than two-hundred dollars (\$200.00).

Section 2.17

Penalty for False Return

If any person, authorized to solemnize marriage shall wilfully make a false return of any marriage, he shall be deemed guilty of a crime and, upon conviction thereof shall be punished by a fine of not less than one-hundred dollars (\$100.00), and by imprisonment for not less than three (3) months.

Section 3

Annulment

Section 3.1

Grounds for Annulment

A marriage may be annulled for any of the following causes existing at the time of the marriage:

- (1) That the party in whose behalf it is sought to have the marriage annulled, was under the age of legal consent, and such marriage was contracted without the consent of his or her parents or guardian or persons having charge of him or her unless, after attaining the age of consent, such party for any time freely cohabits with the other as husband or wife;

- (2) That the former husband or wife of either party was living, and the marriage with such former husband or wife was the in force.
- (3) That either party was of unsound mind, unless such party, after coming into reason, freely cohabited with the other as husband or wife:
- (4) That the consent of either party was obtained by fraud, unless such party afterward, with full knowledge of the facts, constituting the fraud freely cohabited with the other as husband or wife:
- (5) That the consent of either party was obtained by force, unless such party afterwards freely cohabited with the other as husband or wife.
- (6) That either party was, at the time of marriage, physically incapable of entering into the married state, and such incapacity continues and appears to be incurable.

Section 3.2

Action to Annul - Parties and Limitations

An action to obtain a degree of nullity of marriage, for causes mentioned in the preceding section, must be commenced within the periods and by the parties as follows:

- (1). For causes mentioned in Subdivision 3.1 (1), by the party to the marriage who was married under the age of legal consent, within four years after arriving at the age of consent, or by a parent, guardian, or other person having charge of such non-age male or female, at any time before such married minor has arrived at the age of legal consent.
- (2) For causes mentioned in Subdivision 3.1(2) by either party during the life of the other, or by such former husband or wife;
- (3) For causes mentioned in Subdivision 3.1 (3) by the party injured, or relative or guardian of the party of unsound mind, at any time before the death of either party;
- (4) For causes mentioned in Subdivision 3.1(4) by the party injured, within four years after the discovery of the facts constituting a fraud.
- (5) For causes mentioned in Subdivision 3.1 (5) by the injured party, within four years after the marriage;
- (6) For causes mentioned in Subdivision 3.1 (6) by the injured party, within four years after the marriage.

Section 3.2

Action to Annul - Parties & Limitations

An action to obtain a decree of nullity of marriage for causes mentioned in the preceding section, must be commenced within the periods and by the parties as follows:

- (1) For causes mentioned in Subdivision 3.1(1) by the party to the marriage who was married under the age of legal consent, within four years after arriving at the age of consent, or by parent or guardian or other person having charge of such non-age male or female, at any time before such married minor has arrived at the age of legal consent.
- (2) For causes mentioned in Subdivision 3.1(2) by either party during the life of the other, or by such former husband or wife.
- (3) For causes mentioned in Subdivision 3.1(3) by the party injured, or relative or guardian of the party of unsound mind, at any time before the death of either party.
- (4) For causes mentioned in Subdivision 3.1(4) by the party injured, within four (4) years after the discovery of the facts constituting a fraud.
- (5) For causes mentioned in Subdivision 3.1(5) by the injured party, within four (4) years after the marriage.
- (6) For causes mentioned in Subdivision 3.1(6) by the injured party, within four (4) years after the marriage.

Section 3.3

Legitimacy of Children

When a marriage is annulled for any reason, other than for fraud in that the wife is pregnant with a child from a man other than the husband, children begotten before judgment are legitimate and succeed to the estates of both parents. The Court may at the time of granting the annulment or at any future time, make necessary orders for the support of said child or children as the circumstances and surroundings of the parents may require.

Section 3.4

Custody of Children

The Court may award the custody of the children of a marriage annulled on the ground of fraud or force to the innocent parent, and may also provide for their education and maintenance out of the property of the guilty party. Provided, however, that the award of custody of such children must be based on a consideration by the Court of the best interests of said children.

- Section 3.5 Conclusiveness of Judgment
A judgment of nullity of marriage rendered is conclusive only as against the parties to the action and those claiming under them.
- Section 4 Divorce - Grounds & Defenses
- Section 4.1 Dissolution of Marriage
Marriage is dissolved only by (1) the death of one of the parties, or (2) the judgment of a Court of competent jurisdiction decreeing a divorce of the parties.
- Section 4.2 Effect of Decree
The effect of a judgment decreeing a divorce is to restore the parties to the state of unmarried persons.
- Section 4.3 Causes for Divorce
Divorces may be granted for any of the following causes: (1) Adultery (2) Extreme Cruelty (3) Wilful Desertion (4) Wilful Neglect (5) Habitual Intemperance (6) Conviction of Felony (7) When either the husband or wife becomes permanently insane or (8) Irreconcilable differences.
- Section 4.4 Adultery
For purposes of this chapter adultery is the voluntary sexual intercourse of a married person with a person other than the offender's husband or wife.
- Section 4.5 Extreme Cruelty
Extreme cruelty is infliction of grievous bodily injury or grievous mental suffering upon the other by one party to the marriage.
- Section 4.6 Willful Desertion
Willful desertion is the voluntary separation of one of the married parties from the other with intent to desert.
- Section 4.7 Willful Neglect
Willful neglect is the neglect of either spouse, having the ability to do so, to provide for his/her spouse, the common necessities of life, or it is the failure to do so by reason of idleness.
- Section 4.8 Habitual Intemperance
Habitual intemperance is that degree of intemperance from the use of intoxicating drinks or other substances disqualifies the person a great portion of the time from properly attending to business or which would reasonably inflict a course of mental anguish on the innocent party.

Section 4.9

Insanity a Ground for Divorce

A divorce may be granted for the cause of permanent insanity of the spouse; provided, that no divorce shall be granted under this section unless such insane person shall have been duly and regularly confined in an insane asylum for at least three years next preceding the commencement of the action for divorce nor unless it shall appear to the Court that such insanity is permanent and incurable.

Section 4.10

Irreconcilable Differences

Irreconcilable differences are those grounds which are determined by the Court to be substantial reasons for not continuing the marriage and which make it appear that the marriage should be dissolved.

Section 4.11

Continuation of Causes

Wilful desertion, wilful neglect or habitual intemperance must continue for six (6) months before any is ground for divorce.

Section 4.12

Separation without Cohabitation

When married persons have heretofore lived or shall hereafter live separate and apart for a period of one (1) year or more without cohabitation, either party to the marriage may sue for divorce which shall be granted upon proof hereof.

Section 4.13

Denial of Divorce

Divorce must be denied upon the showing of either limitation and lapse of time, or collusion.

Section 4.14

Reserved for Future Use

Section 4.15

Reserved for Future Use

Section 4.16

Limitations

A divorce must be denied when (1) the cause is adultery and the action is not commenced within one (1) year after the commission of the act of adultery, or after its discovery by the injured party, (2) when the cause is conviction of felony and the action is not commence before the expiration of one (1) year after a pardon or the termination of the period of sentence, or

(3) in all cases when there is unreasonable lapse of time before the commencement of the action.

Section 4.17

Collusion

Collusion is an agreement between husband and wife that one of them shall commit, or appear to have committed, or to be represented in court as having committed, acts constituting a cause of divorce for the purpose of enabling the other to obtain a divorce, and is a bar to an action for such acts.

Section 4.18

Residence of Plaintiff Required

A divorce must not be granted unless the plaintiff has been a resident of the Fort Hall Reservation for six (6) weeks next preceding the commencement of the action.

Section 4.18.1

Jurisdiction

The Shoshone Bannock Tribal Court shall exercise jurisdiction over a divorce petition or complaint where the requirement of Section 4.18 has been met and where either party is an Indian as defined by this Code.

Section 4.19

Domicile of Parties

In actions for divorce the presumption of law that the domicile of the husband in the domicile of the wife does not apply. After separation each may have a separate domicile, pending proof upon actual residence, and not upon legal presumptions.

Section 4.20

Default and Uncorroborated Statements -
Corroboration of Residence Requirements

A divorce may be granted upon the default of the defendant, upon the uncorroborated statement, admission or testimony of the plaintiff, but the Court must require corroboration of the residence requirements provided by this Law and Order Code.

Section 4.21

Allowance of Support Money

While an action for divorce is pending the Court may, in its discretion, require either spouse to pay as alimony any money necessary to enable the other spouse to support himself/herself or their children.

Section 4.22

Custody of Children

In an action for divorce the Court may, before or after judgment, give such direction for the custody, care and education of the children of the marriage as may seem necessary or proper and may at any time vacate or modify the same.

Section 4.23

Alimony

Where a divorce is granted the Court may compel either party to provide for the maintenance of the children of the marriage, and to make such suitable allowance to the other party for his/her support as the Court may deem just, having regard to the circumstances of the parties respectively, and the Court may from time to time modify its orders in these respects.

Section 4.24

Allowance for Separate Property Withheld

When the wife has a sufficient separate estate or there is community property sufficient to give her alimony or a proper support, the Court must withhold any allowance to her out of the separate property of the husband.

Section 4.25

Allowance for Support of Children

The community property and separate property may be subjected to the support and education of the children in such proportions as the Court deems just.

Section 4.26

Support Payments Paid to Clerk - Prosecutor to Enforce Payments

All payments for child support ordered pursuant to any divorce decree of the Shoshone Bannock Tribal Court shall be paid to the clerk of said court unless otherwise ordered by said court, and said clerk shall keep a record of payments made under said decree and shall transmit said payments to the person or persons entitled thereto by virtue of said decree. Said clerk shall notify the Tribal Prosecutor of any failure to comply with the terms of payments specified by any such decree, and said Tribal Prosecutor shall be responsible for enforcing said decree through implementation of applicable Tribal, State and/or Federal statutes or legislation.

Section 4.27

Legitimacy of Issue

When a divorce is granted for the adultery of the wife, the legitimacy of children begotten of her before the commission of the adultery is not affected; but the legitimacy of the other children of the wife may be determined by the Court upon evidence in the case.

Section 4.28

Stay of Proceedings

In any action of divorce where grounds for divorce have been established, if the court finds that attempts at reconciliation are practicable and to the best interest of the family, the court may stay the proceedings for a period not to exceed ninety (90) days where there are minor children in the family.

Section 4.29

Division of Property

Before ordering the division of any property of the parties to a divorce action, the Court will make inquiry as to whether or not any of the property is mortgaged or encumbered, and upon finding that there is a mortgage or encumbrance against the property the Court will enter appropriate orders to protect the creditor.

Section 4.30

Divorce Action - How Commenced

A divorce action is commenced by filing a complaint with the Shoshone Bannock Tribal Court and paying the filing fee.

Any person who is financially unable to pay the filing fee for a divorce action may file an Affidavit of Indigency and Request for Hearing the Affidavit.

The Affidavit of Indigency shall include an itemization of assets and liabilities of the affiant, as well as his/her name and address, whether affiant is presently employed, salary or income, and any other information which may be helpful to the judge in determining whether to waive the required filing fee.

Upon receiving the Affidavit of Indigency and Request for Hearing the Affidavit, the Court Clerk shall set the matter for hearing on the next available court date if it is satisfactory with the affiant. In no event will the Clerk file the divorce complaint until either a final determination on the Affidavit by a Judge or the payment of the filing fee by the plaintiff. A hearing on the Affidavit will be scheduled no later than five (5) working days after the Clerk receives the Affidavit and Request.

The Judge hearing the Affidavit of Indigency must be satisfied by the Affidavit and evidence presented at the hearing that the affiant is unable to pay the required filing fee and is unable to obtain the fee either by personal loan from relatives, or a lending institution, or by selling some personal property which belongs to the affiant, or by some other reasonable method. In no event will the court allow the affiant to pay to the court the filing fee in installments. The filing fee must be paid in cash in advance of the divorce hearing.

It is not necessary that any other parties be notified of the hearing on the Affidavit of Indigency. This may be a closed hearing if the Judge so decides. The only party which is required to be present is the affiant. If the affiant fails to appear at the time and place scheduled for the hearing without prior notification of the court, the court shall deny the Affidavit and so indicate on the record.

Section 4.30

(cont.)

No filing fee shall be required before a hearing can be scheduled for an Affidavit of Indigency.

Section 4.31

Contents of Divorce Complaint

The divorce complaint shall set forth the following information:

- (1) Name of plaintiff,
- (2) Name of defendant,
- (3) that the plaintiff has been a resident of the Fort Hall Indian Reservation Fort Hall, Idaho six weeks prior to the commencement of the divorce action,
- (4) that either party is a member of a Federally recognized tribe, or is of Indian descent, naming the particular tribe of each party.
- (5) Time and place of marriage,
- (6) Names and ages of the children,
- (7) list of the community property and separate property and separate property of the parties,
- (8) grounds for divorce, and
- (9) a prayer for the relief desired, including a restraining order if necessary.

Section 4.32

Service of Divorce Complaint

Upon the filing of a divorce complaint, the Clerk of the Shoshone Bannock Tribal Court shall assign a case number to the complaint and issue a summons and shall deliver a copy of the complaint together with the original summons and a copy of the summons to the proper police authority for service. A copy of the complaint and the Summons shall be served upon the defendant, and return of service made by the officer upon the original summons.

Section 4.33

Default Divorce

The summons shall specify that the Defendant has twenty days to answer the divorce complaint. If he fails to answer the divorce complaint within twenty days from the day of service upon him the Court may grant the plaintiff a default divorce. Under no circumstances shall a divorce decree be entered in less than twenty days from date of service upon the defendant.

Section 4.34

Show Cause Order and Restraining Order

A copy of every show cause order or restraining order shall be personally served on the defendant. If the plaintiff in his or her complaint prays that the defendant be ordered to pay child support during the pendency of the divorce action, then the Court may, upon good cause being shown from the complaint, order the defendant to pay certain sums to the plaintiff as child support or appear before the court on a date specified in the Order to show cause, if any he has, why the sums should not be paid. If the defendant fails to pay the sums or fails to appear, he may be charged with contempt of court and a bench warrant issued for his arrest. If a defendant fails to pay child support payments ordered under a divorce decree, the Court may issue a Show Cause Order directed to the defendant, and the Order shall be based upon an Affidavit of the plaintiff stating that the fact that the defendant has failed to pay child support is thereby sworn to by the affiant. Upon good cause being shown, the Court may issue a temporary restraining order against the defendant ordering him or her to refrain from entering certain premises or to appear before the Court at the time and place specified in the Order to show cause why he or she should not be restrained.

Section 5

Community and Separate Property

Section 5.1

Mutual Obligations

Husband and wife contract toward each other obligations of mutual respect, fidelity and support.

Section 5.2

Separate Property

All property of either the husband or the wife owned by him or her before marriage, and that acquired afterward by either gift, bequest, devise or descent, or that which either he or she shall acquire with the proceeds of his or her separate property, by way of moneys or other property, shall remain his or her sole and separate property. During the continuance of the marriage, the husband and wife have the management, control and absolute power of disposition of his or her separate property, and may bargain, sell and convey that property, provided, that the husband shall be bound by any contracts with reference to separate property to no greater extent or effect than his wife under similar circumstances would be bound by his contracts. Nothing in this section shall invalidate, alter or change any marriage settlement now made or to be made hereafter.

Section 5.3

Community Property

All other property acquired during marriage by either the husband or wife, is community property. Real property conveyed by one spouse to the other shall be presumed to be the sole and separate estate of the grantee and only the grantor spouse need execute and acknowledge the deed or other instrument of con-

veyance notwithstanding any other provision of this Chapter. All deeds or conveyances made in conformity herewith are hereby validated.

Section 5.4

Liability of Separate Property

The separate property of either spouse is not liable for the debts of the other spouse contracted before or after the marriage.

Section 5.5

Control of Community Property

Either the husband or the wife shall the right to manage and control the community property, and either may bind the community property by contract; except that neither spouse may sell, convey or encumber the community real estate unless the other joins in executing and acknowledging the deed or other instrument of conveyance, by which the real estate is sold, conveyed or encumbered. Any community obligation incurred by either spouse without the consent in writing of the other shall not obligate the separate property of the spouse who did not so consent; provided, however, that either spouse may by express power of attorney give to the other the complete power to sell, convey or encumber community property, either real or personal. All deeds, conveyances, bills of sale or evidences of debt heretofore made in conformity herewith shall be validated.

Section 5.6

Support of Spouse

Where one spouse is not able or competent to support himself/herself, and said spouse has no separate or community property, it shall be the duty of the other spouse to support said infirm from the separate property of the able spouse, so long as they shall continue as man and wife.

Section 5.7

Property Rights: Settlement Agreements

(a) The property rights of husband and wife are governed by this Chapter unless there is a marriage settlement containing stipulations contrary thereto.

(b) All contracts for marriage settlements must be in writing, signed by both spouses and notarized.

(c) A minor capable of contracting marriage may make a valid marriage settlement agreement.

Section 6

Full Faith and Credit of State Divorce Decrees

The Shoshone Bannock Tribal Court may grant full faith and credit to any final judgment divorce decrees issued by any State court or an Federally recognized Indian Tribal Court, except as otherwise provided in this section.

Section 6

(cont.)

The petitioner must show the Court that the judgment sought to be enforced is the final decision of the rendering jurisdiction and that no part of that judgment is currently on appeal, or subject to appeal that is, that the statutory time for appeal within that jurisdiction has elapsed.

The Tribal Court, in the consideration of any petition for Full Faith and Credit in a final divorce decree, must be satisfied that the State Court did not exceed its jurisdiction by attempting to order the division or liquidation of trust or restricted property of a Shoshone Bannock tribal member, or any other Indian who may have or possess trust or restricted property within the exterior boundaries of the Fort Hall Indian Reservation. The Tribal Court shall not grant Full Faith and Credit to any divorce decree wherein the rendering court exceeded its authority and jurisdiction in dividing or liquidating trust or restricted property.