

CHEYENNE RIVER SIOUX TRIBAL COURT
CHEYENNE RIVER SIOUX TRIBE
CHEYENNE RIVER INDIAN RESERVATION

IN CIVIL COURT

LONG FAMILY LAND AND CATTLE
COMPANY, INC. - RONNIE AND LILA LONG,
Plaintiffs,

vs.

MOTIONS FOR JUDGEMNT
NOTWITHSTANDING THE VERDICT
AND NEW TRIAL

EDWARD AND MARY MACIEJEWSKI
AND RALPH H. AND NORMA J. PESICKA,
AND THE BANK OF HOVEN, NOW PLAINS
COMMERCE BANK,

R-120-99

Defendants.

Comes now Defendant, Plains Commerce Bank, and moves the Court for a Judgment Notwithstanding the Verdict and New Trial as follows:

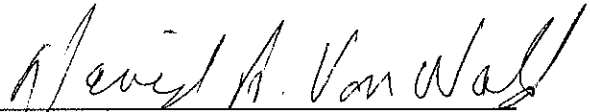
1. Moves the Court for a judgment notwithstanding the verdict dismissing Plaintiff's claim for Breach of Contract in that there was no consideration given by Plaintiff for the Loan Agreement. It was not a valid contract. There is no evidence whatsoever that the Lease With Option to Purchase was breached.
2. Moves the Court for a judgment dismissing Plaintiff's claim of Bad Faith, as it is not a separate cause of action, which would be a tort, but should have been included in the breach of contract action. Insufficient evidence existed to sustain a jury finding of bad faith causing any breach of contract.
3. Moves the Court for a judgment dismissing Plaintiff's claim for Discrimination. There was no evidence that the Bank actually discriminated against Plaintiff. This Court lacks jurisdiction to decide a question of discrimination, which would be under 42 U.S.C.S. §1981. Such an action is reserved for Federal and State Courts.
4. In the event this Court does not grant a judgment dismissing all of Plaintiff's causes of action, Defendant moves for a reduction of damages awarded by

the jury as they were not based on the evidence and were excessive.

5. Defendant moves that the Court grant a new trial. The court erroneously allowed a cause of action for discrimination, which was highly inflammatory and caused the jury to render a verdict not based on the facts and evidence of the case. The court additionally sent interrogatories to the jury asking whether the Bank breached the loan agreement and if the breach caused damages. These interrogatories assumed that the agreement was a valid agreement, which as a matter of law it was not.

WHEREFORE, Defendant, Plains Commerce Bank, prays the Court dismiss Plaintiff's complaint and render judgment against Plaintiff, grant a new trial, or lower the damages returned by the jury and for whatever other relief as to the Court is deemed just and equitable in the premises.

Dated this 20th day of December, 2002.



David A. Von Wald, Attorney
for Plains Commerce Bank
P.O. Box 468
Hoven, SD 57450
605-948-2550