

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

IN CIVIL COURT  
IN GENERAL SESSION

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THE BANK OF HOVEN,  
NKA PLAINS COMMERCE BANK,

Appellant-Respondent,

vs.

**NOTICE OF APPEAL**

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

Respondents-Appellants.

R-120-99

TO: David A. Von Wald, P.O. Box 468, Hoven, SD 57450; and  
Kenneth E. Jasper, P.O. Box 2093, Rapid City, SD 57709

PLEASE TAKE NOTICE that the above-named Respondents-Appellants, Long Family Land and Cattle Company, Inc., Ronnie and Lila Long (Plaintiffs Longs), appeal to the Cheyenne River Sioux Tribal Appellate Court of the Cheyenne River Sioux Tribe from the Judgment and Supplemental Judgment entered by the Honorable B. J. Jones, on the 25<sup>th</sup> day of February, 2003.

Respondents-Appellants' Statement for this Appeal is as follows:

1. The amount of prejudgment interest included in the Judgment by the trial court is inadequate, is in violation of the jury verdict, and is not correct as a matter of law. At trial, the jury awarded Plaintiffs Longs damages in the amount of \$750,000, and the jury also directed that prejudgment interest be added to judgment. The trial Judge, however, erred in computing the amount of prejudgment interest to be added to the Judgment. The amount of prejudgment interest computed by the trial court to be added to the Judgment is inadequate as a matter of law, and such inadequate amount of prejudgment interest violates the directions of the jury.

2. The trial court erred in not granting Plaintiffs Longs' Motion for Order Permitting Plaintiffs to Exercise Their Option to Purchase. The jury decided that the Defendant Bank's breach of the Loan Agreement prevented Plaintiffs Longs from performing under the Lease With Option to Purchase. The trial court therefore concluded that Plaintiffs Longs did not violate the Lease With Option to Purchase and therefore their option to purchase remains intact. The trial court granted Plaintiffs' Motion as to Parcel Two, allowing Plaintiffs Longs to purchase Parcel Two. The trial court erred, however, in denying Plaintiffs' Motion as to Parcel One and the 320 acre parcel. As to Parcel One and the 320 acres, Plaintiffs Longs should be permitted to purchase all of their land back and receive a warranty deed from the Defendant Bank for all of their land.

3. The Trial Court erred in setting Plaintiffs' purchase price for Parcel Two at \$201,600, or \$210 per acre, without deducting off such price the credit for the CRP payments of \$88,400 and the net sale proceeds of the house of \$16,478, as provided in the Lease With Option to Purchase.

Dated this 27<sup>th</sup> day of March, 2003.

BANGS, McCULLEN, BUTLER,  
FOYE & SIMMONS, L.L.P.

BY: James P. Hurley  
JAMES P. HURLEY  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that he served copies of the Notice of Appeal upon the persons herein next designated, all on the date below shown, by depositing copies thereof in the United States mail at Rapid City, South Dakota, postage prepaid, in envelopes addressed to said addressees, to wit:

Mr. David A. Von Wald  
Attorney at Law  
P.O. Box 468  
Hoven, SD 57450

Mr. Kenneth E. Jasper  
Attorney at Law  
P.O. Box 2093  
Rapid City, SD 57709-2093

which addresses are the last addresses of the addressees known to the subscriber.

Dated this 27<sup>th</sup> day of March, 2003.

  
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JAMES P. HURLEY