

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

IN CIVIL COURT
IN GENERAL SESSION

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

R-120-99

Plaintiffs,

vs.

SUPPLEMENTAL
JUDGMENT

EDWARD AND MARY MACIEJEWSKI,
RALPH AND NORMA J. PSICKA,
And THE BANK OF HOVEN, nka PLAINS
COMMERCE BANK,

Defendants.

This Court entered its judgment in this matter awarding the amount of principal awarded by the jury plus interest, as directed by the jury, and costs and disbursements. This supplemental judgment will address the Plaintiff's request to exercise its option to purchase all of the land conveyed by administrator's deed from the estate of Kenneth Long to the Bank of Hoven, including the land purchased by the Pesickas and Maciejewskis from the Bank. The Bank opposes the motion with regard to the land that was conveyed to the other parties, and also with regard to the land the Plaintiffs presently occupy.

The Court first notes that the tribal jury returned a verdict for the Bank and against the Plaintiffs on the Plaintiffs' claim that the Bank violated tribal law against self-help remedies when it sold certain parcels of the land the Plaintiffs had an option to purchase. The Court construes this to mean that the jury found that the sale of the land to the other parties was not done in violation of tribal law and therefore the other Defendants were good faith purchasers of the land

The Plaintiffs contend that the jury's verdict coupled with this Court's denial of the Defendant Bank's counterclaim for eviction, due to the jury's finding that the Bank's breach of the loan agreement prevented them from exercising their option to purchase, preserves them the option to purchase the land including the land that was sold to the other Defendants after the Bank determined that the Plaintiffs' option to purchase had expired. Were it not for the intervening purchases, the Court may well be inclined to agree with the Plaintiffs. However, the Court does not feel it has the authority to set aside the contracts for deed the Bank entered into with the other Defendants if those Defendants entered into those contracts in good faith and without knowledge of the existing legal dispute between the Bank and the Plaintiffs. Additionally, the only legal issue presented by the counterclaim was whether the Court should evict the Plaintiffs

from the 960 acres they presently occupy. The jury ruled against the Plaintiffs on their theory that the conveyances to the other Defendants violated the law.

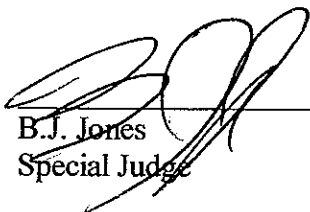
In light of this, the Court finds that the Plaintiffs continue to possess an option to purchase the 960 acres they presently occupy at the amount per acre contemplated in the original option, but that they do not have a right to purchase the lands sold the other Defendants. The Court rejects the Bank's argument that enforcing the original option to purchase would be inequitable because land values have gone up because the Plaintiffs were denied the right to exercise the option because of the Defendant Bank's breach. The Court also finds that under the original agreement the proceeds from the sale of the house as well as the CRP payments were to be applied to the purchase price for the entire parcel. However, those amounts were pled in the request for the monetary judgment and a further reduction here would result in the Plaintiff achieving a double recovery.

WHEREFORE, it is hereby

ORDERED, ADJUDGED, AND DECREED that the Plaintiffs are entitled to exercise the option to purchase the 960 acres they presently occupy in the amount of \$201,600 and said amount shall be reduced from the judgment entered on their behalf against the Defendant Bank. The Plaintiffs shall file a partial satisfaction of judgment in that amount and the Bank shall, within 30 days of that filing, convey a quit claim deed to the Plaintiffs for the 960 acres they presently occupy, and it is further

ORDERED, ADJUDGED, AND DECREED that the Plaintiffs' request to exercise the option on the remaining balance of land referenced in the option to purchase is DENIED.

So adjudged this 18th day of February 2003.


B.J. Jones
Special Judge

ATTEST: Dale Charging Cloud
Clerk of Courts

**Dale Charging Cloud Clerk of the
Cheyenne River Sioux Tribal Court, do
hereby certify that the foregoing is a true,
correct and complete copy of the instrument
herewith set out as appears on file
and of record in my said office.**

Date this 25th day of Feb 20 03

Dale Charging Cloud
Clerk, Cheyenne River Sioux Tribal Court

By 

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.

JUDGMENT

EDWARD AND MARY MACIEJEWSKI
and RALPH H. AND NORMA J. PSICKA,
and THE BANK OF HOVEN,

R-120-99

Defendants.

The above-captioned matter came before this Court for trial on December 6, and 11, 2002. Plaintiffs' causes of action for breach of contract, bad faith, discrimination, and violation of self help remedies were submitted to the jury, and Defendant's counterclaim for unlawful entry and detainer was heard by the Court at the same time as the trial evidence was presented to the jury. The jury returned its verdict in the form of interrogatories: (1) for the Plaintiffs on breach of contract, bad faith, and discrimination; (2) for the Defendants on violation of self help remedies; (3) for the Plaintiffs advising the Court that Defendant Bank's breach of contract prevented the Plaintiffs from performing the lease with an option to purchase; (4) for the Plaintiffs a verdict in the amount of \$750,000 against the Defendant, Bank of Hoven, nka Plains Commerce Bank; and (5) directing the Court to award prejudgment interest to the Plaintiffs on the verdict amount of \$750,000. Defendant Bank moved this Court post trial for judgment notwithstanding the verdict, or in the alternative for a new trial, and this Court denied the Defendant Bank's motions by an Order dated January 3, 2003, which was recorded January 7,

2003. Now, therefore, based on the decisions of the jury and upon good cause having been shown, it is

ORDERED, ADJUDGED, AND DECREED that judgment be entered in favor of the Plaintiffs, Long Family Land and Cattle Company, Inc. and Ronnie and Lila Long, and against Defendant, Bank of Hoven, nka Plains Commerce Bank, in the sum of \$750,000; and it is further

ORDERED, ADJUDGED, AND DECREED that judgment be entered in favor of the Plaintiffs, Long Family Land and Cattle Company, Inc. and Ronnie and Lila Long, against Defendant, Bank of Hoven, nka Plains Commerce Bank, for prejudgment interest in the sum of

~~\$267,210~~, and it is further

\$123,131.81

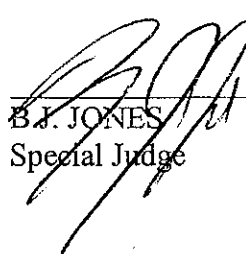
B.J. Jones

ORDERED, ADJUDGED, AND DECREED that judgment be entered in favor of the Plaintiffs, Long Family Land and Cattle Company, Inc. and Ronnie and Lila Long, against Defendant, Bank of Hoven, nka Plains Commerce Bank, for costs and disbursements in the sum of \$2,850.65.

So ordered this 18th day of ~~January~~, 2003.

Feb.

BY ORDER OF THE COURT


B.J. JONES
Special Judge

ATTEST: Dale Charging Cloud
Dale Charging Cloud, Clerk

Dale Charging Cloud Clerk of the **Cheyenne River Sioux Tribal Court**, do hereby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears on file and of record in my said office.

Date this 20th day of Feb 2003

Dale Charging Cloud
Clerk, Cheyenne River Sioux Tribal Court

By

Plaintiff's calculation is rejected; Defendant's is accepted.