

Received MAR 21 2003

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

IN CIVIL COURT
IN GENERAL SESSION

BANK OF HOVEN, NKA PLAINS COMMERCE BANK

APPELLANT.

vs.

NOTICE OF APPEAL

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

RESPONDENTS.

R-120-99

To: James P. Hurley, P.O. Box 2670 Rapid City, SD 57709-2670 and
Kenneth E. Jasper P.O. Box 2093 Rapid City, SD 57709-2093.

PLEASE TAKE NOTICE that the above named Appellant, Bank of Hoven now known as Plains Commerce Bank, appeals 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 25th day of February, 2003.

A statement of the reasons for the Appeal is as follows:

1. The Cheyenne River Sioux Tribal Court lacked subject matter jurisdiction for a claim of discrimination against a non-tribal member, off reservation Bank which claim was presented to the jury. Such discrimination action tainted the entire trial.

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to Client

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2. The Trial Court erred in not granting Appellant's motions for a Directed Verdict and for Judgment N.O.V. on the breach of contract action, for the alleged breach was of a "loan agreement" which was not a valid contract in that no consideration was given and there was no evidence whatsoever that the Bank did not do what it said it would do in the document.

3. The Trial Court erred in not granting Appellant's motions for a Directed Verdict and Judgment N.O.V. on a separate cause of action for Bad Faith. The allegations of bad faith, although no evidence existed, should have been included in the Breach of Contract Action.

4. The Trial Court erred in not granting Appellant's motion for Judgment N.O.V. on the issue of damages awarded by the jury. The evidence was that any breach of the loan agreement by the Bank did not cause the death of Respondents cattle back in the winter of 1996-97. The cattle died as a result of the harsh winter. The jury had no evidence to award damages for the death of cattle and their damage award was

obviously excessive and controlled by passion or prejudice.

5. The Trial Court erred in not granting Appellant's Cause of Action for Eviction of Long Family Land and Cattle Co. Inc., Ronnie Long and Lila Long from Appellant's land in Dewey County. The Long corporation's lease with option to purchase had expired December 5, 1998. Longs continued to retain possession of about one half of the real estate without paying any rent or real estate taxes or any other remuneration to this date and they should be ordered off the land.

6. The Trial Court erred in granting Respondent's Motion to Exercise its Option to Purchase the real estate, which was sold by Appellant pursuant to a Contract for Deed to Ed and Mary Jo Maciejewski in 1999. Respondents have possessed the land since December 5, 1998, the date their option to purchase expired. They did not exercise their option during the term of the lease with option to purchase. They have not paid anything for the use of the land for over 4 years and should not now be given the option to purchase it for the same price it was sold to Maciejewskis.

7. The Trial Court erred in allowing interest, on damages which was incalculable absent specific interrogatories to the jury to determine how and for what they arrived at their damage award.

Dated this 19th day of March 2003



David A. Von Wald,
Attorney for Plains Commerce Bank
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Hoven, South Dakota 57450
605-948-2550

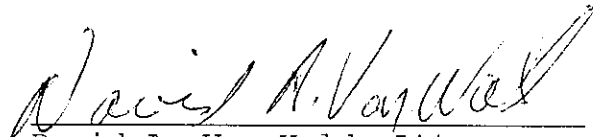
CERTIFICATE OF SERVICE

Comes now David A. Von Wald, Attorney for Appellant, Plains Commerce Bank, and hereby certifies that I served by first class mail, postage prepaid, a true and correct copy of the foregoing Notice of Appeal on the 19th day of March 2003, addressed to the following:

James P. Hurley
P.O. Box 2670
Rapid City, SD 57709-2670

Kenneth E. Jasper
P.O. Box 2093
Rapid City, SD 57709

Dated this 19th day of March, 2003.



David A. Von Wald, Attorney
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