

ORIGINAL

STATE OF NORTH DAKOTA SUPREME COURT

United Community Bank of)	Supreme Court # 20030251
Leeds, DeWayne Streyle,)	
J. Thomas Traynor)	
Appellee)	District Court # 02-C-142
)	20030251
vs.)	
)	
Leo Delorme,)	20030262
)	
Appellant)	

FILED
IN THE OFFICE OF THE
CLERK OF SUPREME COURT

APPELLANT'S REPLY BRIEF

JAN 15 2004

APPEAL FROM JUDGEMENT
by THE DISTRICT COURT
DONOVAN FOUGHTY- LEE A.
CHRISTOFFERSON
DATED: JULY 1, 2003

STATE OF NORTH DAKOTA

Leo Delorme
St. Michael, ND 58370

ORAL ARGUMENT REQUESTED

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Appellee's Brief claims four paragraphs of argument of which Appellant's Reply BRIEF is addressing:

1. (The trial court had subject matter jurisdiction). Appellant reaffirms that the trial court did not have subject matter jurisdiction for the following reasons:

A. United Community Bank and its co-conspirators never obtained authorization or permission from my Tribal Chief and/or the Grand Council of my tribe. Without permission the court could not have had jurisdiction as a matter of tribal law.

B. No where in the Clerk of Court's records had United Community Bank, et al. ever produced the original contract known as the Promissory Note. That unless an original Promissory Note is produced and placed in Trust with the Clerk of the District Court or Tribal Court the subject matter is not there and the note would have to be canceled before Judgement could be issued in fact. That the record is completely bare, thus the court did not have jurisdiction.

C. Appellant's name was forged by DeWayne Streyle on the mortgage of the 40 acres of Tribal Property. Wherefore the mortgage could not serve as a proper document to support subject matter jurisdiction.

D. United Community Bank was required to hold in Trust \$40,000.00 of Tribal Funds pending a BIA Loan approval. United Community Bank claimed that the BIA loan application was turned down. Appellant believes the application was never submitted and further believes that a turn down was manufactured by DeWayne Streyle and that Notice was not given any Tribal Members until after the 30 day Administrative Right of Appeal had expired. That on the day of the purported Sheriff's sale Appellant went to United Community Bank and it was determined that United Community Bank had converted the Tribal Trust Funds to themselves, however, those were Tribal Funds and not Appellant's funds which were made available by the Tribal Chief who had obtained a Quit Claim from Appellant in order that Tribal Funds could be used to pay United Community Bank, et al's purported claim. The money was missing and attached as an additional exhibit to this Reply Brief is a sworn Affidavit of the Tribal Chief.

E. United Community Bank (DeWayne Streyle) could not have lawfully obtained jurisdiction to use the State District Court when there are five attempts to pay the alleged claim. Each attempt was witnessed by numerous Tribal Members and one attempt was made by a third party who audio taped the attempt to pay in full. All five attempts to pay in full were refused. When a banker refuses payment on a purported Promissory Note, either the note does not exist or he is violating the Banking Code by refusing to accept payment upon demand. The court system ought not to be supportive of

the Organized Theft of property when the thief refuses to accept payment.

F. J. Thomas Traynor has never produced any agreement or contract wherein he has been authorized to represent United Community Bank and DeWayne Streyle. However, Mr. Traynor has shed light on some cases that were brought before this High Court before which were all based on Fraud and Deception which was supported by this High Court. Dakota Bank was the subject matter. Dakota Bank and Raymond Lamb were the perpetrators of those Frauds and that Raymond Lamb eventually lost all seven banks in North Dakota and ended up pleading guilty to Banking Fraud and spent considerable time in the Federal Penitentiary. DeWayne Streyle now has four banks. They are deemed to be State Banks also and DeWayne Streyle is aspiring to go the way of Raymond Lamb and his banks. In short those cases are poor examples to support the claim of the court having jurisdiction.

WHEREFORE, THE TRIAL COURT HAD NO SUBJECT MATTER JURISDICTION

II. (Delorme was not denied Due Process)

Appellant was denied Due Process. That pursuant to the Objection Appellant placed upon the record objecting to the use of Rule 3.2 and demanding that all Motions be scheduled for Hearing and timely Notice given and no Hearings were held of record on all Motions Due

Process was denied.

A. Appellant states for the record that he gave Notice that all Motions before the Court must be scheduled for Hearing and timely Notice given. Within the Clerk's file is a document called Objection to the use of Rule 3.2 and that all Motions be scheduled for Oral Hearing. (see Appellant's Appendix) That failure to schedule the Motions for Hearing and failure to provide timely Notice is sufficient in itself to support that Appellant was denied Due Process of Law.

B. The District Court of Benson County conducted this case with the names of two Judges and no apparent court record covering arguments and decisions by a court reporter. It is quite apparent that the Clerk of the District Court has made the ex parte determinations at the request of J. Thomas Traynor and DeWayne Streyle. It is common knowledge that DeWayne Streyle and J. Thomas Traynor run that court house, the officials of the various departments and as well as the Clerk of Court. Appellant has never seen any of the two purported Judges on any issues in this case as no opportunity existed for the facts to be heard because if the facts could have been heard United Community Bank's purported claim would have been thrown out of court as a bank cannot refuse payment whether it is owed or not and still conduct a lawful court process for the purpose of stealing land. United Community Bank has not produced any documentation to prove that they ever lent money of

theirs or anybody elses to Appellant. If this High Court is serious about stopping a Fraud then this High Court must call upon United Community Bank to prove where they obtained the money they purportedly lent.

WHEREFORE, THIS HIGH COURT SHOULD RECOGNIZE THAT THERE WAS NO DUE PROCESS FROM THE VERY BEGINNING ALL THE WAY THROUGH TO THE ATTEMPTED SHERIFF'S SALE AND THE SUCCESSFUL BIDDERS RIGHT TO WITHDRAW HIS MONEY FROM UNITED COMMUNITY BANK TO PAY THE SHERIFF. THE SHERIFF REFUSED A CHECK DRAWN ON UNITED COMMUNITY BANK AND THE UNITED COMMUNITY BANK REFUSED TO ISSUE A CASHIER'S CHECK TO MEET THE SHERIFF AND J. THOMAS TRAYNOR'S DEMAND. THAT, IN VIEW OF THE FRAUD THIS HIGH COURT SHOULD VACATE THE JUDGEMENT AT THE VERY LEAST AND REMAND THE CASE BACK TO THE DISTRICT COURT OR THE COURT OF PROPER JURISDICTION THAT OF TRIBAL COURT.

III. (The trial did not error in recognizing any scheme against Delorme, because there was no scheme)

The court should have recognized that a scheme was afoot because of the slam dunk tactics of J. Thomas Traynor and DeWayne Streyle's meddling in the Clerk of Court's records, Recorder's records and the Treasurer's records

A. The scheme here is this attempt to steal Tribal Land without permission of the Tribe and without proof that any money

was ever lent. The forging of Appellant's name to a mortgage is a scheme to fool the court into converting Tribal Property to a commercial bank, ie Streyle and company.

B. The effort of Traynor, Streyle and United Community Bank to have unrecorded a Deed that was recorded with the County Recorder in Benson County that being the Quit Claim of the Appellant to the Tribe of all Right, Title and Interest for the purpose of the Chief settling any purported Claim with the Appellees was a scheme to cover up the fact that Appellees et al had already misused Tribal Trust Funds deposited in Trust with DeWayne Streyle. A \$13,000.00 claim could easily be paid with \$40,000.00 of escrowed Tribal Trust Funds, however, on the day of the Sheriff's sale it was discovered that the banks records showed that the \$40,000.00 had disappeared. Streyle and company had converted that \$40,000.00 to his own personal use as a constructive partner in a cement company. The money was gone. It was taken without authorization. DeWayne Streyle was in charge and personally received the money and witnessed by six different witnesses. You bet there is a scheme and the scheme is to steal more then has already been stolen. FDIC is investigating the disappearance of the \$40,000.00 and the forging of Appellant's name on a mortgage.

WHEREFORE, THERE IS A SCHEME TO STEAL FROM THE NATIVE AMERICANS AS THEY ARE DEEMED NOT TO BE QUALIFIED TO DEFEND THEMSELVES IN THIS

SYSTEM. HOWEVER, EVEN NATIVE AMERICANS HAVE A RIGHT TO JUSTICE EVEN THOUGH, WE ARE PERCEIVED TO BE LESSOR THAN, DOESN'T MEAN THAT WE CANNOT RECOGNIZE A RACKETEERING AND CORRUPT ORGANIZATION WHEN WE HAVE BEEN VICTIMIZED BY ONE. DEWAYNE STREYLE'S BANKS NEED TO BE CLOSED TO PROTECT THE UNSUSPECTING PUBLIC FROM BEING RIPPED OFF AND THE COURT HOUSE EMPLOYEES INVERTED UPON THEM.

IV. (Delorme's Appeal is Frivolous and Delorme's Failure to Timely Prepare and File an Appendix, and the Fact that his Appendix Contains Documents Not in the Record of the Trial Court are appropriate to Award the Bank Costs, Including Reasonable Attorney's Fees)

A. Appellant's Appeal is not frivolous. It documents the misdeeds of a Banker operating under the privilege of State of North Dakota Chartered Banks. Appellant did prepare and file his Appendix as timely as could be done. Mr. Traynor filed Appellee's Brief much later than when it was due. Appellant looks to this High Court to review the record which was suppose to be there and see the difference as to what is there. Documents have been scrubbed from the record but they still exist. It wasn't until after the Sheriff's sale that Appellant realized that the Notice of Appeal had been obstructed by the Clerk of Court and that the Banker had stolen the Tribal Trust Funds and the Sheriff acting under direct instructions by Traynor refused to accept payment by a bank draft on an account in Streyle's bank. After the FACT

DeWayne Streyle demanded that all funds belonging to Trust 2 in this matter, who happened to be the High Bidder at the Sheriff's sale be taken out of the bank in the form of Cashier's Checks by the 10th of September 2003. DeWayne Streyle, as a banker, has refused to honor his own Cashier's Checks. The FDIC is also investigating this matter.

WHEREFORE, THIS HIGH COURT IN THE INTEREST OF JUSTICE MUST VACATE THE JUDGEMENT OF THE DISTRICT COURT FOR GOOD CAUSE SHOWN AND ORDER THAT WHEN UNITED COMMUNITY BANK REFUSED TO ACCEPT PAYMENT FIVE TIMES, REFUSED TO KEEP MONEY IN TRUST SAFE AND REFUSED TO ISSUE A CASHIER'S CHECK WHEN DEMAND WAS MADE AND NEEDED FOR THE SHERIFF'S SALE ON ADEQUATE DEPOSITED AND CLEARED FUNDS THAT THE BANK NO LONGER HAS ANY RIGHT TO BRING ANY PURPORTED CLAIM AGAINST APPELLANT IN THE BENSON COUNTY DISTRICT COURT. THE DOCTRINE OF FRUSTRATION OF CONTRACT SHOULD HEREBY APPLY AND THAT UNITED COMMUNITY BANK, DEWAYNE STREYLE AND J. THOMAS TRAYNOR ET AL BE BARRED FROM PREPARING, FILING AND SERVING ANY FURTHER CAUSE OF ACTION AGAINST APPELLANT. THAT APPELLANT RECEIVE HIS COSTS AND FEES.

Dated this 14 day of January 2004

Leo Delorme

Leo Delorme

STATE OF NORTH DAKOTA)
COUNTY OF BONSON)

Affidavit of Ronald Delorme, Chief of the Little Shell Pembina Band of North America.

Your Affiant states that he is Chief of the Little Shell Pembina Band of North America and that he is over the age of 18 and is competent to testify on the matters contained herein which are based on personal knowledge. "

1. As Chief of the Little Shell, your Affiant, made a necessary arrangement with E.L. Price Trust to hand carry \$40,000.00 and personally deliver to the President of United Community Bank of Leeds North Dakota for the sole purpose of placing in escrow the full some pending the BIA approval of a loan application created and supported by DeWayne Streyle with his assurances that the loan would be approved to expand and enlarge a Turtle Mountain Tribal Business.

2. That the funds in the amount of \$40,000.00 could only be used as equity if the loan was approved and Mr. Streyle has now supplied documentation to prove that he misapplied the funds and did not hold the funds in Trust.

3. As Chief of the Little Shell Pembina Band I hereby demand that the \$40,000.00 be returned to the Little Shell by either Mr. Streyle or his insurers as Mr. Streyle has not acted on the basis of good faith and fair dealing.

4. Further, the Little Shell is entitled to interest in the amount of \$4,000.00 at this time.

5. As Chief of the Little Shell I was approached by Leo Delorme who asked me for a loan to pay Mr. Streyle as Mr. Streyle was making payment demands and personal visits to Leo's home demanding money. Leo and his wife agreed to Quit Claim 40 acres of property to the Tribe in exchange for payment to Streyle's bank.

6. Your Affiant received a Quit Claim deed from Leo and Viola Delorme and proceeded to the court house in Minnewauken North Dakota to file the deed, pay the taxes and recording fees and did obtain receipts for the expenditures.

7. The BIA loan was denied leaving the Little Shell Trust Funds available at Streyle's bank to pay approximately \$13,000.00 of the bank's claim, however, the money was not at the bank and Mr. Streyle immediately got ahold of the court house personnel and convinced them to not record the deed so after 10 days or so the deed was returned to your Affiant and was recorded at Tribal Headquarters.

8. Your Affiant certifies that Fraud has been committed on the part of DeWayne Streyle as well as the Tampering of Public Officials at the County Courthouse level.

9. The business ethics of DeWayne Streyle and company are very substandard and that this fact has become common knowledge not only by many people in the community but also by certain public officials.

10. Your Affiant is personally responsible for the protection of Little Shell Trust Funds and therefore your Affiant demands the \$40,000.00 be returned plus \$4,000.00 in interest.

Further your Affiant sayeth naught at this time

Ronald Delorme, chief

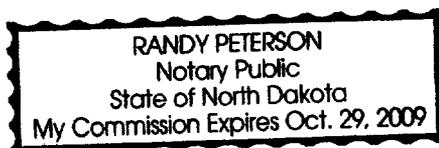
Ronald Delorme, Chief

Subscribed and Sworn to before me this 3rd day of ~~November 2003~~ JANUARY 2004 and did personally appear Chief Ronald Delorme who is known to me to be the same.

Randy Peterson

Notary Public

My Commission Expires



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IN RE: CASHIER'S CHECKS 8064 and 8063 AND THE MISSING \$40,000.00
OF LITTLE SHELL TRUST FUNDS

Dear Emi and Kirk,

I have received a copy of Kirk's letter to me dated October 24th
2003 and a redacted copy of DeWayne Streyle's letter to Emi.

DeWayne Streyle's letter certifies that he and the bank are
awaiting the Sheriff's Deed. Mr. Streyle has stolen property as Mr.
Streyle prevented a Cashier's Check from being issued by his bank
officers to satisfy the Sheriff's sale as E.L. Price Trust, me Co-
Trustee, was the high bidder. (Banks and bankers ought not to be
allowed to steal after they have given a Notice and Demand for
payment by tying up the successful bidders funds)

Further, Mr. Streyle makes many false allegations with no proof to
support them, thus I consider him not fit to conduct banking
affairs with the public as he cannot be trusted. The papers are
the proof of who is telling the truth and it is not Streyle.

I have contacted Leo Delorme who has shared the information he
received from Kirk Daniels including 2 attachments. This
information is most interesting as my allegation in the first place
was that Mr. Streyle either stole the \$40,000.00 or misapplied it.
The proof of which he created after the fact depicts that he
deposited the \$40,000.00 into Turtle Mountain Ready Mix of which he
is a partner and a 100% financier. Your Complainant has his
statements on audio tape of his 100% financing Turtle Mountain
Ready Mix.

Now where the rubber meets the road. The Little Shell Pembina Band
whose \$40,000.00 is missing and not held in Trust by DeWayne
Streyle must be replaced as the Little Shell Pembina Band and its
Chief Ronald Delorme have never had a checking account with DeWayne
Streyle or any of his banks. I carried the \$40,000.00 check and
hand delivered it to DeWayne Streyle with 6 witnesses. All of who
knew it was Little Shell's Trust Funds to be held in Trust pending
the approval of the BIA Loan only and Mr. Streyle is of record
guaranteeing that the BIA loan will be approved. Mr. Streyle stole

the money and the Little Shell Pembina Band want it back and attached to this response is a copy of the Affidavit of Chief Ronald Delorme.

As to the issue of the Cashier's Checks. Mr. Streyle was provided proof that the Undersigned is an appointed Trustee of E.L. Price. That when we attempt to deposit "not cash" these checks the other bankers help call Streyle's bank to verify their issuance and if there is a hold on the funds and then return them and will not accept them on deposit. As of this date E.L. Price has not been able to deposit these 2 Cashier's Checks and at this time we are respectfully requesting that FDIC make those checks good.

Lastly, E.L. Price Trust has conducted no business affairs with Turtle Mountain Ready Mix and Supply and was not aware until now of the falsified transfer of Little Shell Trust Funds to Turtle Mountain Ready Mix's purported account 302349 and the initial in the lower left hand side is that of Mr. Streyle and proves that he transferred Trust Funds to his own use as a partner of the Turtle Mountain Ready Mix. If there were NSF checks actually written Leo Delorme assures me that he never affixed his name to any insufficient funds checks so please have Mr. Streyle produce each and every NSF check in which he claims he used the \$40,000.00 on.

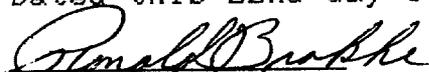
That further, the State of North Dakota's Unemployment and Worker's Comp officials are after Streyle and his partners for non-payment pursuant to State Law.

Lastly, the Cashier's Checks must be honored and pursuant to your prior correspondence you have informed me that you are insuring the liability of the depositor's funds. Please inform me as to who is carrying the Errors and Omissions Insurance and the Banker's Blanket Bond on United Community Bank and its employees.

E. L. Price does have a relationship with the Little Shell Pembina Band. That the above matters must be resolved and the Little Shell's money returned or we will be required to bring litigation in the Tribal Circuit Court and if we prevail there the Judge will request the US Marshalls to seize property and money to pay the damages for the unauthorized conversion of funds and to make the Cashier's Checks good. This matter should not be swept under the carpet and as regulators I am calling upon you to compel that all of the afore stated be corrected.

I thank you in advance for your cooperation,

Dated this 22nd day of November 2003


Ronald Brakke
RR 1 Box 7
Grace City, ND 58445