

IN THE SUPREME COURT OF THE STATE OF NORTH DAKOTA

Halo Holding Group, L.L.P. v. Bird Industries, Inc.,
Plaintiff\Appellee,
vs. Supreme Court No.: 20160077
Lonnie Spotted Bear,
Defendant\Appellant,

APPEAL FROM A CONVICTION IN THE DISTRICT COURT

NORTH CENTRAL JUDICIAL DISTRICT

Ward County Civil Case No. 51-2014-CV-00673

Honorable Richard Hagar

APPELLANT'S BRIEF

Lonnie Spotted Bear
Self- Representing
930 BIA RT 20A
Halliday, North Dakota 58636
Telephone No. (701) 421-8533

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Statement of Issues

1. Issue One: Did the Ward County have jurisdiction over an issue that was written in the contract that was held on Indian Tribal issues. Lonnie Spotted Bear did not attend the Ward County hearing as his lawyer removed himself from the case two weeks before the hearing and Mr. Spotted Bear did not think that the case should be held in State Court but rather in Tribal Court.

2. Issue Two: Mr. Spotted Bear should not have to pay attorney fees to Bird Industries, Inc. of \$1500.00 as he did not have adequate legal representation and the case involving Mr. Spotted Bear and Bird Industries did not take place in tribal court as written in their agreed upon contract as the business took place on the Three Affiliated Tribes (a.k.a. Fort Berthold Indian Reservation) not on state land. The contract between Lonnie Spotted Bear and Halo Holdings Group clearly states that Mr. Spotted Bear would not have to pay any claims as he is the lessee in this case.(See page 3 and 4 of the contract in the appendix.

Statement of the Case

3. In February of 2016, a court hearing was held in Ward County with Lonnie Spotted Bear seeking lost water payments from Halo Holdings Group, L.L.L.P. and Bird Industries, Inc. Mr. Spotted Bear's attorney, Reed Soderstrom , withdrew from representing Mr. Spotted Bear's representation two week before the trial. Mr. Spotted Bears contention is that he felt the trial should be held on the Fort Berthold Indian Reservation due to a signed contract with the said mentioned companies. See Appendix pages _____. Therefore, Mr. Lonnie Spotted Bear decided not to attend the court hearing as he was going to pursue his case in tribal court. He did not receive legal advice from an attorney at the time, as he could not find any attorneys to represent him in the short amount of time. The Honorable Richard Hagar presided during a trial to the bench. The court granted the Defendant's motion for a judgment of acquittal as well as ordered Mr. Lonnie Spotted Bear to pay the defendant's court and attorney fees of \$1500.00 After the close of the Defendant's case, the court sent Mr. Lonnie Spotted Bear the order for payment. The contract between the lessor and lessee clearly states two items, #1 That any law suits or disagreements would be settled in Tribal court and #2 That the Lessee would not have to pay any legal fees to the lessor. This appeal followed.

Statement of Facts

4. The trial court took place in Ward County.

5. The court favored Bird Industries stating that Spotted Bear failed to provide discovery responses. Mr. Lonnie Spotted Bear was left with out an attorney just weeks before the trial and did not have adequate time to find legal help.

6. The two parties had signed an agreement/contract to specifically stated that any unresolved issues would be settled in tribal court. See Appendix _____

Law and Argument

7. Issue One: Was the trial that took place in Ward County involving Spotted Bear and Bird Industries legitimate?

Short answer to question presented: NO

8. This issue, is a question of jurisdiction, and as such is fully reviewable by the court.

9. In cases involving previous issues of jurisdiction of State vs. Tribal courts it has been found that jurisdiction should remain at the tribal level and Mr. Spotted Bear's attorney was negligent on letting the issue happen in state court. The 1963 enactment of this statutory requirement and later century code – NDCC Ch. 27-19 said consent of tribe is required prior to the assertion of state jurisdiction. No tribal consent was given in this situation for this case that should have stayed within the Three Affiliated Tribal Courts.

10. Issue Two: Should Mr. Spotted Bear have to pay any legal fees to Halo Holding Group?

Short Answer to question presented: NO

11. This issue, is a question of whether the contract signed between Mr. Spotted Bear and Halo Holding Group should be upheld. If it is recognized as a legal document and within the contract it states that Mr. Spotted Bear would not be held to pay any legal fee's then the court should recognize this contract as legally binding and dismiss the claim against Mr. Lonnie Spotted Bear.

Conclusion

12. Since Spotted Bear has signed a contract which states that Halo Holding Group and Mr. Spotted Bear agreed that any disputes would be held in Tribal Court and not state court, jurisdiction is the question and this case should not have been addressed by Mr. Spotted Bear's former lawyer in state court. The contract further holds Mr. Spotted Bear from any legal fees from the Halo Holding Company as it is clearly stated that he would not be held to pay any such fees. The court erred in assigning these fees to Mr. Spotted Bear and therefore should dismiss the court fees against Mr. Lonnie Spotted Bear.

13. Respectfully submitted this 4th day of April, 2016.

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Self- Representing
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Lonnie Spotted Bear

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20160077

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SUPREME COURT

Lonnie Spotted Bear

930 BIA Route 20
Halliday, ND 58636
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FILED
IN THE OFFICE OF THE
CLERK OF SUPREME COURT

April 12, 2016

Office Of The Clerk
Beth Harrison, Deputy Clerk
600 E Boulevard Ave.
Bismarck, ND 58505

APR 14 2016

STATE OF NORTH DAKOTA

Dear Beth,

Attached you will find a receipt for a certified mailing to service my brief to John J. Mahoney.

If you have any questions please feel free to contact me on my cell 701-421-8533 or at home 7-1-938-3337

Sincerely yours,

Lonnie Spotted Bear

slc

Lonnie Spotted Bear

Enclosure

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BEULAH
111 E MAIN ST
BEULAH
ND
58523-9998
3708800923
04/11/2016 (800)275-8777 3:15 PM

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| Product Description | Sale Qty | Final Price |
|------------------------|-------------|----------------|
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| | | |
|----------|---|--------|
| PM 1-Day | 1 | \$6.45 |
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Flat Rate Env
(Domestic)
(CENTER ND 58530)

(Flat Rate)
(Expected Delivery Day)
(Tuesday 04/12/2016)
(USPS Tracking #)
(9505 5103 3352 6102 0763 68)

| | | |
|--------------------------|---|--------|
| Insurance | 1 | \$0.00 |
| (Up to \$50.00 included) | | |

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|----------|---|--------|
| PM 2-Day | 1 | \$6.45 |
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Flat Rate Env
(Domestic)
(MINOT, ND 58702)
(Flat Rate)

(Expected Delivery Day)
(Wednesday 04/13/2016)
(USPS Tracking #)
(9505 5103 3352 6102 0763 75)

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